NORTH CENTRAL REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

July 12, 2013
10:00 AM- 1:30 PM
Jim West Regional Transit Center
Board Room

CALL TO ORDER:

1. PLEDGE OF ALLEGIANCE
2. MOMENT OF SILENCE
3. ROLL CALL
4. INTRODUCTIONS
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES – June 7, 2013
7. PUBLIC COMMENTS

PRESENTATION ITEMS:

None

ACTION ITEMS FOR APPROVAL/ DISCUSSION:

A. **Discussion and Consideration of Resolution 2013-10 Adoption of the FY14 Annual Service Plans submitted by the City of Santa Fe and Los Alamos County Providing for Specific Regional Routes Funded by NCRTD Regional Transit Gross Receipts Tax (RTGRT) and Acknowledgement of the Santa Fe County Service Plan**
Sponsor: Anthony J. Mortillaro, Executive Director. *Attachment*

B. **Discussion and Consideration of Resolution 2013-15 Amending the North Central Regional Transit District Personnel Rules and Regulations**
Sponsor: Anthony J. Mortillaro, Executive Director. *Attachment*

C. **Discussion and Consideration of Contract Award for the Conceptual Design of a Maintenance Facility, Vehicle Wash Bay, and Fueling Station**
Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Project and Grants Specialist. *Attachment*

D. **Discussion and Approval of Services Agreement No. AGR14-4014 between Los Alamos County, the North Central Regional Transit District (NCRTD), and Avail Technologies, Inc. for the purchase of Intelligent Transportation System (ITS) Components and Services**
Sponsor: Anthony J. Mortillaro, Executive Director and Michael Kelly, Transit and Facilities Operations Manager. *Attachment*.

E. **Review and Discussion of Compensation and Classification Study-General and Non-Represented Positions and Possible Action**
Sponsor: Anthony J. Mortillaro, Executive Director.

DISCUSSION ITEMS:

F. **Financial Report for June 2013:**
Sponsor: Anthony J. Mortillaro, NCRTD Executive Director and Glenda Aragon, Finance Manager. *Attachment*

G. **Finance Subcommittee Report:**
Sponsor: Chair Tim Vigil and Anthony J. Mortillaro, NCRTD Executive Director. *Attachment: Agenda and Minutes from May 24, 2013.*

H. **Tribal Subcommittee Report:**
Sponsor: Chair Mary Lou Valerio and Anthony J. Mortillaro, NCRTD Executive Director.

I. **Executive Report for June 2013 and Comments from the Executive Director:**

1) **Executive Report**
2) **Performance Measures**
3) **Ridership Report for May 2013**

J. **Closed Session** – closed session of the meeting pursuant to NMSA 1978, Section 10-15-1 (H) (5) regarding "collective bargaining" for the discussion of bargaining strategy preliminary to collective bargaining negotiations.

K. **Reconvene in Open Session**: possible action item from closed session.

MATTERS FROM THE BOARD

MISCELLANEOUS

ADJOURN

NEXT BOARD MEETING: August 2, 2013 at 9:00 a.m.

If you are an individual with a disability who is in need of a reader, amplifier, qualified Sign Language interpreter or any other form of auxiliary aid or service to attend or participate in the hearing of the meeting, please contact the NCRTD Executive Assistant at 505-629-4702 at least one week prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.

North Central Regional Transit District
Board Meeting
Friday, June 7, 2013
9:00 a.m. - 1:00 p.m.

CALL TO ORDER:

A regular meeting of the North Central Regional Transit District Board was called to order on the above date by Commissioner Dan Barrone, Chair, at 9:21 a.m. at the Jim West Transit Center, 1327 Riverside Drive, Española, New Mexico.

1. **Pledge of Allegiance**
2. **Moment of Silence**
3. **Roll Call**

Mr. Mortillaro Lucero called the roll and it indicated the presence of a quorum as follows:

Members Present:	**Elected Members**	**Alternate Designees**
Los Alamos County	*Councilor Geoff Rodgers*	
Rio Arriba County	*Commissioner Barney Trujillo*	
Taos County	*Commissioner Daniel Barrone*	
Santa Fé County	Absent	
Nambé Pueblo		*Mr. Lonnie Montoya*
Pojoaque Pueblo	*Gov. Cameron Martínez*	
Ohkay Owingeh	*Ms. Christi Mermejo*	
San Ildefonso Pueblo	*Mr. Stephen Martínez*	
Santa Clara Pueblo	Absent	

Tesuque Pueblo	Absent	
City of Santa Fé	Absent	
City of Española	*Councilor Tim Salazar*	
Town of Edgewood	*Councilor Chuck Ring*	
Rio Metro (ex officio)	Absent	

Staff Members Present
Mr. Anthony J. Mortillaro, Executive Director
Ms. Glenda Aragon, Financial Manager
Mr. Jim Nagle, Public Information Officer
Ms. Stacey McGuire, Projects and Grants Specialist
Ms. Dalene Lucero, Executive Assistant

Others Present
Mr. Peter Dwyer, Legal Counsel
Mr. Carl Boaz, Stenographer
Mr. Erick Aune, Santa Fé County

4. INTRODUCTIONS

All present introduced themselves to the Board.

5. APPROVAL OF AGENDA

Councilor Ring moved to approve the agenda as presented. Mr. Montoya seconded the motion and it passed by unanimous voice vote.

6. APPROVAL OF MINUTES – May 3, 2013

Mr. Montoya asked for a correction on page 6 where it should say, “Las Trampas” not “Las Traps.”

Mr. Montoya moved to approve the minutes of May 3, 2013 as amended. Commissioner Trujillo seconded the motion and it passed by unanimous voice vote.

7. PUBLIC COMMENTS

There were no public comments.

Mr. Tomás Campos (Rio Arriba County) joined the meeting at this time.

8. PRESENTATIONS

A. Service Plan Update – Ken Hosen, KHF Group

Mr. Mortillaro introduced Mr. Hosen to provide the update of the service plan and talk about the process and entertain any questions. He also handed out a schedule of meetings to occur next week. It would be the last week of intensive meetings.

Mr. Hosen distributed his power point presentation. He said he was working with Bruce Poster from Southwest Planning and Marketing. He briefly reviewed the power point with the Board. He indicated he had received input from all six transit systems in the region.

Bus stops were important in the plan. Buses were not permitted to stop at places other than bus stops. So all of them would have signs designating them as bus stops. The Plan called for reducing times at stops in Española.

He held 16 meetings and talked with over 100 people.

He said the Plan would coordinate where possible; consolidate where possible, manage contracts and seek funding.

He identified the individual tasks in the plan, including Task 1 - project initiation

Task 2 - Outreach - write ups by end of June.

Task 3 - review demographics, land uses and travel patterns.

Task 4 - review NCRTD services

Task 5 - Identify unmet needs in the region.

Task 6 - wide range of alternatives

Task 7- recommend Transit Service Plan

Task 8 - implementation and funding strategies in Oct - Dec.

Councilor Ring inquired as to how many of the meetings had people asking for additional service.

Mr. Hosen said they were just getting started with the meetings. He just had one with Nambé. No one came to the meeting in Española. .He had gotten lots of feedback. Most of the roads were covered with some level of service now. Concerns were for more bus stops.

Mr. Mortillaro said the RTD web site had the survey instrument on it and customers could take the survey and provide feedback. That has been conveyed through media outreach as well.

ACTION ITEMS FOR APPROVAL/DISCUSSION

B. Discussion and Consideration of Adoption of Resolution 2013-09 Adopting Fiscal Year 2014 Final Budget

Mr. Mortillaro clarified that this was the final hearing on the budget. The subcommittee met on April 24 and soon thereafter, the draft budget was presented at the May Board meeting and they didn't receive any amendment requests to be made. So this was the final budget for consideration by the resolution.

Commissioner Trujillo moved to approve Resolution 2013-09 as presented. Councilor Ring seconded the motion and it passed by unanimous roll call vote with Town of Edgewood, City of Española, Taos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County and San Ildefonso Pueblo voting in favor and none voting against.

C. Discussion and Consideration of Adoption of Resolution 2013-11 Adoption of Multiple route Modifications as Discussed at the May 3, 2013 Board Meeting

Mr. Mortillaro said this resolution had those routes that were presented at the May Board meeting and some changes were made from the discussion at that meeting.

Ms. McGuire identified the modifications that were different including the Questa route.

Mr. Mortillaro said page 57 showed the schedule for that route. The bus was based in Cerro, stopping first in Costilla and then all the way to Questa and connects with the Red River and Taos route.

Ms. McGuire said Edgewood had one change. They thought the bus stop would be at the fire station but from the feedback, they were relocating the stop to the Community Center about 100 feet away. It would provide better parking and would not be blocking the fire station so it was a safer place to leave vehicles.

Staff would begin implementation with ROW agreements, etc.

Fiscal impact on Las Trampas was a $58,000 savings as programmed.

A cost /benefit analysis was used.

Questa route costs would be about $5,000 above previous budget. Las Trampas was actually $7,000 more than originally budgeted.

Mr. Montoya moved to approve Resolution 2013-11 as presented. Councilor Rodgers seconded the motion.

Ms. Mermejo asked about the time for implementation.

Ms. McGuire said they anticipated having it completed in the next couple of weeks.

Mr. Mortillaro asked the Board to give staff at least a month to get things going. We have to get out rider alerts and some would be easier than others.

Mr. Dwyer drafted an easement agreement several years ago and he was now revising it to make sure all shelters were insured and covered under our liability policies. He hoped to finish it by Monday.

The motion passed by unanimous roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo and Taos County voting in favor and none against.

D. Discussion and Consideration of Adoption of Resolution 2013-12 Authorizing the Submittal of a Letter of Intent for 85310 and 85311 Federal Funding for Federal Fiscal Year 2015

Ms. McGuire said the 5310 federal program was for elderly passengers and RTD would apply on request of member entities for these funds and 5311 for rural recipients. The due date for applying was August. The impact of not applying was a potential loss of $2 million. She called attention to page 77-79 for the documents.

There were no public comments.

Ms. Mermejo moved to approve Resolution 2013-12 as presented. Commissioner Trujillo seconded the motion and it passed by unanimous roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo and Taos County voting in favor and none against.

E. Discussion and Consideration of Adoption of Resolution 2013-13 Authorizing the District to Apply for Federal Funding Through the Tiger 5 Grant Program for Maintenance Facility, Wash Bay and Fueling Station

Mr. Mortillaro reminded members that the Board authorized staff to use this federal source of money to proceed with the facility construction. The opportunity now was to apply for this grant to cover the costs.

Ms. McGuire said they were seeking approval to apply for a Tiger 5 grant for the maintenance facility, wash bay and fueling station. The funding was recently made available and had a deadline of June 3 so staff went ahead to apply in order to not miss the deadline.

This grant has a potential 100% match for facilities so it was a good opportunity as a funding resource. It was recommended to approve the resolution to apply for the Tiger 5 grant. It would be a minimum of $1 million. She referenced page 83 and resolution on page 82.

Chair Barrone said Mr. Mortillaro had asked him if they should move ahead with the grant application prior to Board consideration and he told Mr. Mortillaro to go ahead.

Ms. Mermejo asked if they applied for the full $1 million.

Ms. McGuire said they applied for $1.8 million and said they would provide $200,000 match from NCRTD. Offering a match was not required but it made the application more likely to be funded.

Ms. Mermejo asked what the source of the match would be. Ms. McGuire said it would come from GRT revenues.

Councilor Rodgers asked if it wouldn't be any problem because the Board approved it after the fact.

Mr. Dwyer said it would be no problem unless the Board didn't agree.

Mr. Mortillaro said in the application they stated that the resolution from the board would come later. We were allowed to do that.

Councilor Rodgers moved to approve Resolution 2013-13 with the proviso. Mr. Montoya seconded the motion.

There were no public comments.

Councilor Ring asked if the GRT amount needed to be in the budget.

Mr. Mortillaro said the award would probably occur during FY 15 so there was an opportunity then to incorporate it into the budget. If it came sooner, the Board would have the opportunity to amend the budget and also whether the Board wanted to accept the funds. He hoped by then to have the conceptual study and cost estimates for the Board's review.

Ms. Mermejo asked where it would be located.

Ms. McGuire said it would be on the 7 acres behind this building.

Mr. Mortillaro added that at a future meeting the Board would decide whether to modify vehicles for alternative fuels. That would have to be taken into account on the facility design.

Mr. Montoya liked to have a green building as much as possible.

Mr. Mortillaro agreed. They released the RFP and in it asked that it comply with LEEDS standards but didn't specify the level. We could decide on that later.

Councilor Rodgers asked if they were likely to have the same water table issues.

Mr. Mortillaro didn't know but the RFP required extensive geo-technical work and has the benefit of the previous experience.

The motion to approve the resolution passed by unanimous roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo and Taos County voting in favor and none against.

F. Discussion and Consideration of Adoption of Resolution 2013-14 - Open Meetings Act (OMA) - rescinding Resolution No. 2012-27

Mr. Mortillaro explained that the state changed OMA to require a 72 hour notice for meetings. So this resolution enacts that for the District.

Mr. Dwyer said he went through the whole new act and made all the conforming changes. There was also a rule about emergencies and also about posting on the internet web site. So there were a number of changes to encourage more open government and more participation. Those were all in this resolution. It was a significant change.

Councilor Ring moved to adopt Resolution 2013-14 as presented. Councilor Rodgers seconded the motion and it passed by unanimous roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo and Taos County voting in favor and none against..

Discussion items

G. Financial Report for May 2013

Ms. Aragon reported on 11 months of financial activity. The report didn't include all of May since they were continuing to post revenue and expenses. There were three payroll payments in May and the third payroll of May 31 was not included.

Page 123 showed the overall revenue of about $7 million including $5 million in GRT. The summary collected for GRT was shown on page 124. They had collected about 72% for the year. Detail by county was shown on pages 125 - 128 and by month on page 131.

Total expenses for the year were $5.82 million. About $661,000 was administration, $4.336 million was for operations and capital expense was $345,000.

Chair Barrone asked if GRT was a little more than anticipated.

Ms. Aragon said they readjusted the budget to take into account the impact from Los Alamos County's reductions. GRT was up in Santa Fé County and Taos County but not enough to make up for the loss in Los Alamos County.

Mr. Mortillaro said at mid-year the Board consented to adjusting downward our projections mostly from LANL reductions and paired the expenditures so the expenses would be below or in line with projected revenues.

Ms. Aragon said Los Alamos County GRT was reduced 20%.

Ms. Mermejo asked if June 1 was when the Los Alamos County contribution stopped.

Mr. Mortillaro said Los Alamos County was committed to two more years of contributions. Next year it would be $450,000 and in 2015 it would be $400,000. Those have been put into the long term projections.

The budget would balance without using reserves but that might change with economy changes or capital needs. The Board has had a conservative approach and that has served the District well. Reserves were above what was required by the Board.

There were no questions and no action was needed.

Councilor Rodgers explained the County had to cut many items and services but it was still committed to this RTD.

H. Finance Subcommittee Report

Mr. Vigil was not present to give the report.

Mr. Mortillaro said the Finance Subcommittee had a meeting in May and reviewed modifications to personnel policies and the collective bargaining agreement and non-represented personnel policies which would come in July.

I Tribal Subcommittee Report

Ms. Valério was not present to give the report.

Mr. Mortillaro noted their minutes were included in the packet. They had scheduled a meeting in June with the Tribal subcommittee.

J. Executive Report for May 2013 and Comments from the Executive Director

1. Executive Report

Mr. Mortillaro said the report was in the packet.

He called attention to the conflict of interest form and asked that directors and representatives return it to Ms. Lucero. He would appreciate it if everyone would fill them out today.

2. Performance Measures

Ms. McGuire reported on the performance measures which were in the packet. Ridership was shown on page 169 showed by route and was up 2,200 over last year.

She briefly reported on the other factors, including operating costs per trip, operating costs by vehicle, spare vehicles available and replacement schedule for vehicles. She said the District had new vehicles on order that should arrive in July.

Chair Barrone asked if the District was getting rid of the old vehicles.

Ms. McGuire said a couple of them would go to auction.

Chair Barrone asked how the advertising on the buses was going.

Ms. McGuire said there were three contracts right now and those ads would be on buses next week. One on Española to Taos and two on Española to Santa Fé

Councilor Ring asked about a program for commending drivers who did special things.

Ms. McGuire said they were working on a way of recognition when employees went above and beyond.

Councilor Ring supported that.

CLOSED SESSION

Councilor Rodgers moved to go into executive session pursuant to NMSA 1978, Section 10-15-1.H (2) to discuss personnel matters. Councilor Ring seconded the motion.

Mr. Stephen Martínez excused himself and had his alternate, Ms. Lillian Garcia, take his place.

Chair Barrone said okay.

The motion passed by unanimous roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo and Taos County voting in favor and none against.

The NCRTD Board went into executive session at 10:18 a.m.

K. Reconvene in Open Session

The executive session ended at 11:27 a.m.

Mr. Montoya moved to return to open session. Councilor Rodgers seconded the motion and it passed by unanimous roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo and Taos County voting in favor and none against.

Chair Barrone announced to the public that during the executive session no actions were taken and the only matters discussed were limited personnel matters.

Councilor Rodgers moved to authorize a 3.5% raise for Mr. Mortillaro and set the next evaluation for May 2014. Commissioner Trujillo seconded the motion and it passed by unanimous roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo and Taos County voting in favor and none against.

Mr. Mortillaro thanked the Board for their confidence in him and hoped to have a more successful year next year.

L. Review and Acceptance of Goals and Objectives for Executive Director for the period of June 2013 to June 2014.

Chair Barrone said the goals and Objectives for the Executive Director were in the packet and had been worked on.

Mr. Montoya asked if the Board had to approve them.

Mr. Mortillaro said if approved by the Board, he would know what to work on.

Councilor Rodgers moved to accept the Goals and Objectives as amended in the staff report. Mr. Montoya seconded the motion. and it passed by unanimous roll call vote with Town of Edgewood, City of Española, Los Alamos County, Nambé Pueblo, Ohkay Owingeh, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo and Taos County voting in favor and none against.

MATTERS FROM THE BOARD

Chair Barrone reminded Board members to turn in their Conflict of Interest forms.

MISCELLANEOUS

There was no miscellaneous business.

ADJOURN – Next Meeting: July 12, 2013 at 9:00 a.m.

Councilor Ring moved to adjourn the meeting. /Mr. Montoya seconded the motion and it passed by unanimous voice vote.

The meeting was adjourned at 11:31 a.m.

Approved by:

_____
Daniel R. Barrone, Chair

Attest:

_____
Geoffrey Rodgers, Secretary

Submitted by:

_____
Carl Boaz, Stenographer

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: July 12, 2013
Agenda Item - A

Title: Discussion and consideration of adoption of Resolution No. 2013-10 adopting the FY 14 Service Plans from the City of Santa Fe and Los Alamos County and acknowledging the Service Plan from the County of Santa Fe.

Prepared By: Anthony J. Mortillaro, NCRTD Executive Director

Summary: To discuss and consider for adoption the annual service plans for regional routes from the City of Santa Fe and Los Alamos County.

Background: Pursuant to the adopted Financial Policies of the District and the ballot initiative, Regional Transit (RT) Gross Receipts Tax (GRT) is to be used to expand regional public transit in the four county areas. Furthermore, the Financial Policies indicate that RT GRT revenues should be used to implement service plans approved by Board adopted resolution. The Financial Policies when adopted included the definition of when a regional route is considered to be eligible for funding by RT GRT. The only two member entities that operate their own transit system and provide routes that meet the definition of regional routes as defined in the Financial Policies are the City of Santa Fe and Los Alamos County. The attached resolutions submitted by these entities requests that RT GRT be provided for those same routes that have been deemed to meet the definition of regional in prior years. No expansion routes are requested by either entity. The funding allocation that was utilized to determine the amount of RT GRT that would be available in FY 2014 for allocation to these two entities was premised upon the same approved allocation method for RT GRT Revenues used in FY 2012 and 2013 and most recently adopted by the Board and incorporated into the Financial Policies.

The County of Santa Fe also adopted a transit service plan by Board of Commissioners resolution and which is attached hereto. Although the County is not required to adopt such a plan, since the RTD is the regional service planning entity and the provider of services for all of its member counties with the exception of transit planning for those entities that provide their own transit services. The adoption of this transit plan allows the County to convey to the District Board its confirmation of the existing RTD routes within Santa Fe County and express its desire for additional service. In the Santa Fe County resolution they have indicated support for the NM 599 route improvements, requested that the District consider the addition of a route from Golden to Santa Fe and that further analysis regarding the costs and benefits of potential routes within the NM 14 corridor including potential service to Golden, Madrid, Cerrillos, La Cienega and La Cineguilla and /or other stops be determined as part of the Districts service plan update.

The FY 2014 budget adopted by the Board did not propose to fund any new routes but did provide for the funding of all existing routes and modifications/extensions of a number of routes which was

inclusive of NM 599 route improvements. For fiscal year 2014 the revenue forecast for RT GRT indicated that revenues would be flat and therefore the Board adopted a conservative approach for the funding of operations. If RT GRT during fiscal year 2014 begins to show a sustained recovery, then the Board could at that time reexamine the request for a new route along with other routes that were recommended in the District's current adopted service plan as well as route enhancements for funding.

Recommended Action: It is recommended that the Board discuss and consider approval of Resolution No. 2013-10

Options/Alternatives: The Board may consider the following options/alternatives:

1. Take no action; or
2. Adoption of the recommendation; or
3. Provide further direction in relation to adoption of the service plans and then take action to adopt the resolution.

Fiscal Impact: The fiscal impact of adoption of the City of Santa Fe service plan and the Los Alamos County service plan for the provision of regional services is $2,285,094 which is $69,598 less than FY 13. Individually the District would compensate the City a total of $940,921 and Los Alamos County a total of $1,344,173 in FY 14. Costs associated with the funded routes in the County of Santa Fe provided by the District are integrated into the consolidated budget which also provides for routes in Rio Arriba County, Taos County and Los Alamos County. These funds have been budgeted and utilize a combination of GRT, Federal and Los Alamos County contributions. The Fiscal Year 2014 budget provided funded for all existing routes. The Board adopted a very conservation FY 2014 budget which projected that no recurring new revenue is available to provide for the addition of new routes at this time.

Attachments:

- NCRTD Board Resolution No. 2013-10
- City of Santa Fe Resolution No. 2013-54
- Los Alamos County FY 13 Service Plan
- County of Santa Fe Resolution No. 2013-44

North Central Regional Transit District (NCRTD)

Resolution 2013-10

Adoption of the FY14 Annual Service Plan submitted by the City of Santa Fe and Los Alamos County Providing for Specific Regional Routes Funded by NCRTD Regional Transit Gross Receipts Tax (RTGRT)

WHEREAS, the NCRTD was created through legislative enactment (chapter 65, signed March 21, 2003); and,

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and,

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation Commission September 14, 2004; and,

WHEREAS, the NCRTD was created by agreement between the City of Española , Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County, Taos County and Tesuque Pueblo; and,

WHEREAS, the NCRTD Financial Policies Adopted by Board Resolution No. 2011-10 on November 4, 2011provide a definition of regional services which if approved by the Board of Directors and if recurring funds are available may be funded by the allocation of NCRTD RTGRT; and,

WHEREAS, the NCRTD Financial Policies require that service plans from member entities that provide transit services and which have routes that will expand existing regional routes or add new regional routes must submit their Transit Service Plan and the proposed regional routes to be funded by NCRTD RTGRT to the Board of Directors for approval; and,

WHEREAS, the City of Santa Fe and Los Alamos County operate their own transit systems and have had prior review and approval of the regional service routes contained in their transit service plans for FY 10, 11, 12 and 13; and,

WHEREAS, the NCRTD Board of Directors approved on March 4, 2011 the standardization of the cost allocation methodology which is a nationally recognized method for

determining administrative and operating costs associated with the delivery of transit routes and which is utilized by the City of Santa Fe, Los Alamos County and the NCRTD; and,

WHEREAS, the NCRTD Board of Directors adopted Resolution No. 2013-04 on March 1, 2013 amending its Financial Policies to incorporate a formula for the annual allocation of RTGRT for existing regional services it approves on an annual basis; and

WHEREAS, the NCRTD Board of Directors has adopted a Fiscal Year 2014 budget utilizing the annual allocation formula for the apportionment of NCRTD RTGRT in the amount of $940,921 for existing City of Santa Fe provided routes that have been deemed to meet the definition of regional services and which are incorporated into adopted City of Santa Fe Resolution No 2013-54 Regional Service Transit Plan; and,

WHEREAS, the NCRTD Board of Directors has also allocated in its Fiscal Year 2014 budget utilizing the annual allocation formula for the apportionment of NCRTD RTGRT in the amount of $1,344,173 for existing Los Alamos County provided routes that have been deemed to meet the definition of regional services and which are incorporated into the Los Alamos County adopted 2013 Service Transit Plan; and,

WHEREAS, the NCRTD Board of Directors requires that Atomic City Transit and Santa Fe Trails whom are recipients of regional services funding provide acknowledgement and notice to their patrons utilizing the regional transit routes and services funded with NCRTD RTGRT ongoing prominent signage of the source of funding for these services in a fashion acceptable to the NCRTD Executive Director or his Designee; and,

WHEREAS, the NCRTD Board of Directors acknowledges adopted Santa Fe County Resolution No. 2013-44 submitting their recommended service plan to the North Central Regional Transit District which is inclusive of existing NCRTD provided routes servicing Santa Fe County, restructuring of the 599 Route incorporating service to Madrid, Cerrillos, and the Santa Fe County Public Safety Offices, and consideration of service from Golden to Santa Fe and contemplation of new service to the communities of La Cienega and La Cieneguilla and other stops to be determined as part of the analysis and update of the District's Five Year Service Plan; and,

WHEREAS, the NCRTD's updated 2006 and adopted 2008-2013 Service Plan identifies routes to be provided by the District and future routes to be provided when sufficient recurring revenues are available; and,

WHEREAS, the NCRTD Board adopted resolution No. 2009-13 provides the standards and practices for the implementation of new service routes to be operated by the District; and,

WHEREAS, the NCRTD Board of Directors in adoption of its Fiscal Year 2014 budget has provided funding from various revenue sources for the provision of and continuation of all existing routes provided by the NCRTD serving the Counties of Santa Fe, Rio Arriba, Taos and Los Alamos; and,

NOW THEREFORE BE IT RESOLVED BY THE NCRTD THAT THE BOARD OF DIRECTORS APPROVES THE REGIONAL SERVICE PLANS FOR FISCAL YEAR 2014 AS SUBMITTED BY THE CITY OF SANTA FE AND LOS ALAMOS COUNTY AND ACKNOWLEDGES THE SERVICE PLAN AND REQUESTS SUBMITTED BY SANTA FE COUNTY.

PASSED, APPROVED, AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 12th DAY OF JULY, 2013.

_____
Daniel Barrone, Chairman

Approved as to form:

_____
Peter Dwyer, Counsel

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2013-54

INTRODUCED BY:

Councilor Bushee

A RESOLUTION

ENDORSING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT'S FY2014 BUDGET PROPOSAL, APPROVING THE FY2014 CITY OF SANTA FE REGIONAL TRANSIT PLAN AND DIRECTING STAFF TO SUBMIT THE CITY OF SANTA FE REGIONAL TRANSIT PLAN FOR FY2014 TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT BOARD OF DIRECTORS FOR CONSIDERATION AND APPROVAL.

WHEREAS, the North Central Regional Transit District (hereinafter referred to as "NCRTD") was created in 2004 by agreement between the City of Espanola, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County and Tesuque Pueblo; and

WHEREAS, NCRTD Resolution 2008-14 states that "in order to create a truly effective and efficient regional transit system that cooperatively and equitably serves north central New Mexico, the NCRTD believes that the City of Santa Fe should be a member of the District"; and

WHEREAS, as a result of City of Santa Fe Resolution 2008-87, the City of Santa Fe joined the NCRTD and soon thereafter expanded City delivered transit services to provide connecting

transportation to and from the Rail Runner, through funding made available by the NCRTD; and

WHEREAS, the City's expanded services include:

- Santa Fe Pick-Up operations, providing shuttle service from the final Rail Runner station at the Railyard, to downtown destinations and Museum Hill;
- Santa Fe Trails Route 22, serving the New Mexico 599 Rail Runner station as well as Rancho Viejo and Santa Fe Community College;
- Santa Fe Trails Routes 2 and 4, serving inbound and outbound Rail Runner trains at South Capital station;
- Additional enhanced, or "special service", provided to accommodate visitors and residents alike, and meet increased demand for Rail Runner transfers, on Folk Art Market, Spanish Market, and Indian Market weekends, as well as annual community celebrations of Zozobra and the Canyon Road Farolito Walk; and

WHEREAS, the existing services provided by Santa Fe Trails have been deemed to meet the definition of regional services as adopted by the NCRTD Board and incorporated into its financial policies as amended on November 4, 2011 by Board Resolution No. 2011-10; and

WHEREAS, the NCRTD has identified funding in their FY2014 budget proposal to keep the aforementioned regional services, operated by the City, funded and running through FY2014; and

WHEREAS, the NCRTD will reimburse the City for said regional transit services, upon receipt of invoices for service delivered, up to a FY2014 total of $940,921.00 ; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby endorses the proposed FY2014 NCRTD budget that continues to fund regional transit services, as identified above, that the City of Santa Fe currently provides on behalf of the NCRTD, and that the aforementioned routes compose and are approved as the City of Santa Fe Regional Transit Plan for FY2014, and upon approval by the NCRTD Board of Directors, is incorporated in the NCRTD service plan.

PASSED, APPROVED, and ADOPTED this 29th day of May, 2013.

DAVID COSS, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

GENO ZAMORA, CITY ATTORNEY

M/Melissa/Resolutions 2013/2013-54 NCRTD Transit Plan – FY2014

Los Alamos County (LAC) FY14 Service Plan

Submitted to the North Central Regional Transit District (NCRTD) for the Distribution of Transit Gross Receipts Tax

Submitted Wednesday, July 3, 2013

Continuation of Existing NCRTD Funded Routes		**FY14 Cost Estimates**
AM & PM Peak Services (Park & Ride & White Rock Linked)	$	581,640
Note: Adds a second trip per hour to Routes 3, 4, 5, & 6 during Peak AM & PM commute times, for a total of 30 extra transit runs per day.		
Route 2 Los Alamos to White Rock (Park & Ride, Wt Rock, NCRTD Linked)	$	664,779
Route 11 Afternoon Express (White Rock to Los Alamos)	$	85,129
Continuation of Existing NCRTD Routes:	**$**	**1,331,547**

LAC FY14 Billable Capital		
A combination of Local Share of Grant Capital Awards (Vehicles, Bus Shelters & Bus Stops, ITS System), Upgrades to Existing Bus Camera System, & Bus Shelters/Bus Stop Improvements	**$**	**250,000**
FY14 ESTIMATED BILLABLE:	**$**	**1,581,547**
FY14 NCRTD GRT BUDGETED FOR LAC:	$	1,344,173
Estimated Amount Underfunded in FY14:	$	(237,374)

Notes: Cost of routes & capital listed are estimates. Routes will be billed on a quarterly basis using the Allocated Cost Method, which allocates actual expenses by actual miles, hours, and vehicles. Actual costs of capital will be billed on a quarterly basis.

SFC CLERK RECORDED 05/01/2013

BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

RESOLUTION NO. 2013-44

A RESOLUTION TO SUBMIT SANTA FE COUNTY'S RECOMMENDED SERVICE PLAN TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

WHEREAS, Santa Fe County Resolution 2003-108 states that multi-jurisdictional transportation systems would protect our environment and enhance energy efficiency, decrease congestion, decrease automobile accidents, reduce noise and air pollution and improve public health;

WHEREAS, the North Central Regional Transit District (hereinafter referred to as "NCRTD") was created by agreement of the City of Espanola, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County (hereinafter referred to as "the County") and Tesuque Pueblo in 2004;

WHEREAS, Santa Fe County Ordinance 2008-14 which imposed a County Regional Transit Gross Receipts Tax of one eighth of one percent (.125%) states that "Revenue from the county regional transit gross receipts tax will be used for the management, construction or operation of a public transit system or for specific public transit projects or services pursuant to the Regional Transit District Act;

WHEREAS, the NCRTD considers Santa Fe County to be a critical participant in the regional transportation strategy and is willing to work closely with the County to assure that regional transportation needs are met and that the Rail Runner continues to be a well-used mode of public transportation;

WHEREAS, the 2010 Santa Fe County General Plan, the Sustainable Growth Management Plan, adopted by the Board of County Commissioners by Resolutions 2010-210 and 2010-225 states under Policy 33.3 "Coordinate with RTD and other entities to evaluate public transit routes and enhance existing transit services (both to existing areas and to areas of new development) to match population demands and future growth to provide an efficient alternative to personal vehicle use;"

WHEREAS, for FY 2013 the NCRTD funded various transportation routes within Santa Fe County contained in the FY 2013 regional transit plan submitted to the NCRTD on behalf of the County and the City of Santa Fe;

WHEREAS, the NCRTD Board is requesting a FY2014 regional transit service plan for Santa Fe County by June of 2013 and this resolution is designed to respond to that request;

WHEREAS, the proposed NCRTD budget for FY2014 indicates that there is sufficient funding to continue to provide service for all routes currently being funded by the regional gross receipts tax dollars and other federal grant money, including all of the existing routes in Santa Fe County; and

WHEREAS, Santa Fe County strongly supports the inclusion of the NM 14 corridor as a route servicing the communities of Madrid, Cerrillos, Golden and the Santa Fe Public Safety offices and asks the NCRTD to reconfiguring the current NM 599 Route to accommodate the NM 14 corridor in 2013 and determine the costs and benefits of said route; and

WHEREAS, the NCRTD is updating the 2008 -2013 NCRTD Five Year Service Plan in 2013 and this update shall pursue further analysis regarding the costs and benefits of potential routes within the NM 14 corridor including potential service to the communities of Golden, Madrid, Cerrillos, La Cienega and La Cieneguilla and/or other stops to be determined;

NOW, THERFORE, BE IT RESOLVED THAT the Board of County Commissioners of Santa Fe County hereby adopts the FY2014 Santa Fe County Regional Transit Plan attached hereto as Exhibit A, and instructs staff to submit that Plan to the NCRTD.

PASSED, APPROVED AND ADOPTED THIS 30 **DAY OF** ~~MAY~~ APRIL **, 2013**

THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

By: Kathy S. Holian
Kathy S. Holian, Chair

ATTEST:

Geraldine Salazar 4/30/13
Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:

Stephen C. Ross, County Attorney

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 1ST Day Of May, 2013 at 03:45:08 PM
And Was Duly Recorded as Instrument # 1704270
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Offic
Geraldine Salaz
Deputy Marcella Gallegos County Clerk, Santa Fe, N

SFC CLERK RECORDED 05/01/2013

SFC CLERK RECORDED 05/01/2013

Exhibit A

ROUTES OPERATED AND FUNDED BY NCRTD IN SANTA FE COUNTY

I. ROUTES FUNDED BY NCRTD - OPERATED BY SANTA FE TRAILS:

1. ROUTE 2 – Ridership FY 11/12 = 48,733
2. ROUTE 4 – Ridership FY 11/12 = 11,116
3. ROUTE 22 - IAIA/SFCC FY Ridership FY 11/12 = 8,950
4. SANTA FE PICK-UP – Ridership FY 11/12 = 66,180
5. SPECIALS

II. ROUTES FUNDED AND OPERATED BY NCRTD

1. ESPANOLA TO SANTA FE Ridership FY11/12 = 24,170
2. LOS ALAMOS TO POJOAQUE Ridership FY11/12 = 1,317*
3. CHIMAYO FIXED ROUTE Ridership FY11/12 = 5,873
4. ELDORADO TO SANTA FE Ridership FY11/12 = 8,243
5. POJOAQUE TRIBAL Ridership FY11/12 = 3,167
6. SAN ILDEFONSO TRIBAL Ridership FY11/12 = 3,399
7. SANTA CLARA TRIBAL Ridership FY11/12 = 7,022
8. TESUQUE TRIBAL Ridership FY11/12 = 7,176
9. POJOAQUE STUDENTS Ridership FY11/12 = 3,088
10. 599 RR STATION TO SR14 S. Ridership FY11/12 = 6,852
11. EDGEWOOD TO SANTA FE Ridership FY11/12 = 4,946

III. ROUTES REQUESTED BY SANTA FE COUNTY

1. RESTRUCTURING OF 599 RAILRUNNER TO NM 14 SOUTH INCLUDING THE PUBLIC SAFTEY DEPARTMENT AREA AND THE COMMUNITIES OF MADRID, CERRILLOS, GOLDEN, LA CIENEGA AND LA CIENEGUILLA

Total FY11/12 Ridership for Santa Fe County is approximately 210,232

*The Los Alamos to Pojoaque route is part of the Los Alamos to Espanola route and the ridership numbers reflect the total route numbers.

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: July 12, 2013
Agenda Item - B

Title: Discussion and consideration of adoption of Resolution No. 2013-15 Amending the Personnel Rules and Regulations.

Prepared By: Anthony J. Mortillaro, NCRTD Executive Director

Summary: To discuss and consider the recommended modifications to the existing Personnel Rules and Regulations

Background: The current Personnel Rules and Regulations were adopted by the Board on August 3, 2012. They were then revised again on April 5, 2013 to add policies regarding Worker's Compensation and a Return to Work programs. Now that the Collective Bargaining Agreement (CBA) has been approved some of the suggested changes in the Personnel Policies are designed to align with changes made in the CBA as it relates to Holidays, Personal Holiday and Vacation Accruals. No changes from the CBA that would diminish the non-represented employees' benefits is being suggested. Other policy changes are intended to add further amplification to our EEO Discrimination and Harassment policies and for additional housekeeping and clarifications. Lastly, a policy regarding Workplace Violence is being recommended since the District lacks such a rule.

The proposed changes have been reviewed by the District's Legal Counsel.

Recommended Action: It is recommended that the Board discuss and consider approval of Resolution No. 2013-15 amending the Personnel Rules and Regulations.

The Finance Subcommittee met on May 24, 2013 to review the proposed amendments, which contain modifications made by the Subcommittee. The Subcommittee has recommended that the Board consider adopt the adoption of the amended Personnel Rules and Regulations.

Options/Alternatives: The Board may consider the following options/alternatives:

1. Take no action; or
2. Adopt the recommendation of the Finance Subcommittee and Resolution; or
3. Provide further direction in relations to amendment of the Personnel Rules and Regulations and then take action to adopt the resolution.

Fiscal Impact: N/A

Attachments:

- Resolution No. 2013-15
- Amended Personnel Rules and Regulations

North Central Regional Transit District (NCRTD)

Resolution 2013-15

ADOPTION OF A RESOLUTION AMENDING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT PERSONNEL RULES AND REGULATIONS

WHEREAS, the NCRTD was created by an intergovernmental contract between its member entities pursuant to the legislative authority of the Regional Transit District Act (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, the Board has the authority to make and pass resolutions necessary for the execution of the powers vested in the District; and

WHEREAS, personnel rules and regulations may be established to serve as policy to be followed in the administration of the District's personnel system to ensure uniform understanding and application of human resource polices; and

WHEREAS, the NCRTD Board adopted Resolution 2012-16 creating the existing Personnel Rules and Regulations on August 3, 2012 and which have been subsequently amended by adoption of Resolution 2013-05 on April 5, 2013 ; and

WHEREAS, the NCRTD Board desires to amend the North Central Regional Transit District Personnel Rules and Regulations.

NOW THEREFORE BE IT RESOLVED THAT THE ATTACHED PERSONNEL RULES AND REGULATIONS ARE APPROVED AND ADOPTED AS ATTACHED HERETO AS EXHIBIT "A" ON THIS 12 TH DAY OF JULY 2013.

_____

Daniel Barrone, Chair

Approved as to form:

_____

Peter Dwyer, Counsel

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
PERSONNEL RULES AND REGULATIONS

Adopted by Resolution No. 2013 - ??? on June 7, 2013 amending ~~those adopted by~~ prior Personnel Rules and Regulations adopted by Resolution No. 2~~11~~012-16.
~~Adopted by Resolution No. 2112-16 amending those adopted on December 14, 2007~~
~~Amended by Resolution No. 2113 – 05 adopting Rules 8 and 9~~
~~Amended by Resolution No. 2113 - ????????? amending adopted and revised in 2007 and 2013~~

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DEFINITIONS ..... 737~~370~~

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

The North Central Regional Transit District is governed by a Board made up of Directors appointed by their respective governing bodies. The Board determines and enacts District personnel policy.

AUTHORITY AND RESPONSIBILITY OF THE EXECUTIVE DIRECTOR

The Executive Director serves as the chief executive officer of the North Central Regional Transit District ("District") and is responsible for the administration of the entire District including any divisions or departments which may be created. The Executive Director executes the policies and directives enacted by the Board and supervises the expenditure of appropriated funds. Authority is delegated to the Executive Director for the administration of the District's Personnel Rules and Regulations. The Executive Director may issue interpretive memoranda as may be necessary to interpret and enforce the provisions of the Rules and Regulations. No contracts of or offers of employment may be made without the consent and signature of the Executive Director.

The Executive Director, at his or her discretion, may delegate any such authority to those within the District as he or she deems necessary, unless prohibited by the Board.

The Executive Director, or designee, will develop, maintain and update from time to time, the District's Classification and Compensation Plan.

RULE 1 – GENERAL PROVISIONS AND PURPOSE

1.1 Prior Rules.

The District Personnel Rules and Regulations in effect prior to the date of adoption of these amended Personnel Rules and Regulations ~~August 3, 2012~~, and all amendments thereto are hereby superseded. These policies also supersede all previous written and unwritten guidelines and past personnel practices of the District and also supersede any current department or division policy or procedure inconsistent with those set forth herein. Separate department or division policies that are more restrictive due to the operational needs of the department or division shall remain in effect, subject to the approval of the Executive Director.

1.2 Compliance.

All persons operating under the provisions of these Rules shall conform to, comply with, and aid in all proper ways in carrying out the provisions of these Rules.

1.3 Purpose.

These Rules are prescribed for the purpose of providing a modern personnel system, thereby promoting efficiency in the conduct of public business and assuring fair and impartial treatment to all applicants for employment and to all employed by the District.

1.4 Management Authority.

A. The North Central Regional Transit District is governed by a Board made up of Directors appointed by their respective governing bodies. The Board determines and enacts District personnel policy.

B. The Executive Director serves as the chief executive officer of the North Central Regional Transit District ("District") and is responsible for the administration of the entire District including any divisions or departments which may be created. The Executive Director executes the policies and directives enacted by the Board and supervises the expenditure of appropriated funds. Authority is delegated to the Executive Director for the administration of the District's Personnel Rules and Regulations. The Executive Director may issue interpretive memoranda as may be necessary to interpret and enforce the provisions of the Rules and Regulations. No contracts of or offers of employment may be made without the consent and signature of the Executive Director.

C. The District ~~retains~~ exclusively retains all customary, usual and exclusive rights, functions, prerogatives and authority connected with or incident to its responsibility to manage the affairs of the District. The exclusive prerogatives, functions and rights of the District include but shall not be limited to the following:
~~the full right and responsibility to direct the operations, promulgate policies, rules and regulations and otherwise exercise the prerogatives of management, which more particularly include but are not limited to the following:~~

1. Determine the mission, budget, organization and number of employees allocated by position to meet the minimum staffing levels of its operations and departments;

2. Determine qualifications for employment; validate content of examinations; make requests for position audits and reclassifications; and ensure that best practices exist for the recruitment, interviewing and selection of applicants;

3. Direct employees and evaluate their performance based on standards of work established by the Employer;

4. Make assignments, transfer, or retain employees in positions, and make determination of job duties;

5. Provide reasonable rules and regulations governing the conduct of employees;

6. Provide reasonable standards and rules for employees' safety;

7. Determine the location and operation of its facilities;

8. Determine standards for work, hiring, promotion, transfer, assignment and retention of employees in positions;

9. Initiate corrective and/or disciplinary action including, but not limited to, coaching and guidance, written reprimands, suspensions, demotions, alternate forms of discipline, transfers and terminations;

10. Determine scheduling and all other actions necessary to carry out the Employer's functions;

11. Relieve an employee from his/her duties because of lack of funds or other legitimate reason;

12. Maintain efficiency of government operations; determine methods, means, equipment and personnel by which the Employer's operations are to be conducted;

13. In cases of an emergency or declared disaster, take such actions as may be necessary to carry out the missions of the Employer even if it requires some variation from the strict application of these Personnel Rules and Regulations or any collective bargaining agreement~~that might not implicitly follow all articles in this Agreement~~; and

~~13.~~14. Act in furtherance of all other duties and responsibilities set forth in the Constitution, federal laws, state statutes, administrative regulations, and executive orders of the President or Governor, as well as North Central Regional Transit District Resolutions, and Personnel Rules and Regulations.

This list is not an all-inclusive list of all of the District's rights, functions, prerogatives or authority, but only serves a general guide. The District expressly reserves, and the District retains all customary, usual and exclusive rights as set out in in this paragraph of this Personnel Rules and Regulations, unless expressly set forth to the contrary in any ~~A~~agreement.

~~To manage and direct employees including the right to select, hire, promote, transfer, assign, evaluate, lay off, or to reprimand, suspend, discharge or otherwise correct personnel and to appropriately administer District policies on compensation and benefits;~~

~~To promulgate and enforce rules and regulations;~~

~~To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;~~

~~To determine goals, objectives, programs, services, and budget and to utilize personnel and technology in a manner designed to effectively meet these purposes;~~

~~To determine work methods, the size and composition and duties of the work force, and the organizational structure;~~

~~To determine the hours of work, the number of shifts required and work schedules;~~

~~To relieve employees from duty due to lack of work, lack of funds, reorganization, job abolishment or other legitimate reason;~~

~~To determine when a job vacancy exists, the duties to be included in all classifications, and the standards of quality and performance to be maintained;~~

~~To authorize overtime and determine the amount required thereof;~~

~~To maintain the security of personnel and financial records and other important data or information;~~

~~To maintain and improve the efficiency and effectiveness of the operations; and;~~

~~To determine and implement necessary actions in emergency situations.~~

1.5 Coverage.

The Personnel Rules and Regulations cover all District employees except the Executive Director to the extent that his contract of employment varies from these Rules and Regulations.[1] Notwithstanding the general application of these Rules and Regulations to all employees the District can and shall, within the prescribed limits of the law, provide different standards for performance, review, and disciplinary action based upon the duly adopted Classification and Compensation policies of the District. These Rules and Regulations do not apply to independent contractors who are not covered by the District Classification and Compensation policies.

Furthermore, it is recognized that the District has certain employees that are covered by a Collective Bargaining Agreement. The specifics of the rules and regulations herein have not been the subject of collective bargaining. The Collective Bargaining Agreement recognizes the District's right to establish and maintain such rules and regulations. The rules and regulations contained herein ~~may~~ shall apply to bargaining unit employees so long as and to the extent that they do not conflict with ~~any~~ the terms of any ~~the~~ Collective Bargaining Agreement.

[1] The Executive Director is covered by an employment agreement and is an at-will employee.

1.6 Merit Principles.

The District adopts the following merit standards:

A. Recruiting, selecting, and advancing employees will be on the basis of their ability, knowledge, and skill, including open consideration of qualified candidates for initial employment.

B. Equitable and adequate compensation will be provided.

C. Employees will be trained as needed to assure high-quality performance.

D. Employees will be retained on the basis of the adequacy of their performance and provisions will be made for correcting inadequate performance and separating employees from employment if inadequate performance cannot be corrected.

E. Candidates and employees will be treated fairly in all aspects of personnel administration without regard to race, color, religion, disability, national origin, ancestry, sex, sexual orientation, age, political affiliation, veteran status, or other non-merit factors, and with proper regard for their primary and constitutional rights as citizens will be assured.

1.7 ~~Equal Employment Opportunity Discrimination and Harassment Prohibited.~~ Equal Employment Opportunity and Sexual Harassment-Discrimination and Harassment Prohibited.

A. The District is an "equal opportunity employer." The following acts of discrimination on the part of any person (employee) are expressly prohibited, and if such discriminatory acts occur, the person responsible for the act(s) is subject to dismissal or suspension from District employment or other appropriate disciplinary action. No District employee shall:

1. Unless based on a bona fide occupational qualification, refuse to hire, discharge, promote or demote or to discriminate in matters of compensation against any person otherwise qualified, because of race, color, religion, disability, national origin, ancestry, sex, sexual orientation, age, political affiliation, or veteran status;

2. Deny equal treatment or otherwise favor any employee on the basis of race, color, religion, disability, national origin, ancestry, sex, sexual orientation, age, political affiliation, or veteran status;

3. Print or circulate or cause to be printed or circulated any statement, advertisement or publication or to use any form of application for employment or membership to make any inquiry regarding prospective membership or employment which expresses, directly or indirectly, any limitation, specification or discrimination as to race, color, religion, disability, national origin, ancestry, sex, sexual orientation, age, political affiliation, veteran status, unless based on a bona fide occupational qualification;

4. Discriminate, intimidate, or retaliate against any person because he/she has filed a complaint, testified or participated in any proceedings under this section;

5. Aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this section; or attempt to do so;

6. Attempt to favor or deny treatment to any employee or prospective employee or attempt to cause any person to violate the terms of these Rules and Regulations on the basis of race, color, religion, national origin, disability, ancestry, sex, sexual orientation, age, political affiliation, veteran status;

B. Sexual Harassment in the workplace is unlawful. The Equal Employment Opportunity Commission (EEOC) defines Sexual Harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

3. The conduct is unwelcome, unwanted, or offensive and has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

C. Sexual Harassment is prohibited and unacceptable in the NCRTD workplace and at any work related events. Sexual Harassment may occur between persons of the same gender, by a female against a male or by a male against a female. Some examples of conduct which may constitute sexual harassment are:

1. Sexual advances, requests for sexual favors, repeated unwelcome requests for dates;

2. Sexually oriented comments, jokes, teasing, language or gestures;

3. Display of sexually related material such as calendars, posters, and inappropriate electronic wallpaper;

4. Staring or leering, in a suggestive manner;

5. Viewing of inappropriate text messaging or e-mails which contain sexually suggestive or demeaning comments, jokes, graphics or pictures ("sexting");

6. Viewing of inappropriate text messaging or e-mails which contain sexually suggestive or demeaning comments, jokes, graphics or pictures ("sexting");

7. Inappropriate touching, pinching, patting, grabbing, or brushing against a person;

8. Promising a promotion or job benefit if the employee will consent to sexual relations;

9. Taking adverse action against an employee who does not consent to sexual relations.

D. Harassment on the basis of any protected class is also prohibited and unacceptable in the NCRTD workplace. This policy also covers harassment on the basis of race, color, sex (gender), religion, national origin, ancestry, pregnancy, physical or mental disability, genetic history, sexual orientation. Harassing conduct may include derogatory comments, racial

epithets, ethnic slurs, negative stereotyping and any type of conduct which shows hostility towards an employee because of his/her protected class.

E. All employees and managers are expected to comply with the NCRTD Anti-Harassment Policy. If a supervisor or manager becomes aware that harassment or discrimination is occurring in the workplace, it is the responsibility of the supervisor or manager to take immediate action to stop the unlawful conduct and report it to the NCRTD Executive Director.

F. Reporting a Complaint.

1. If you believe you are the victim of harassment, sexual harassment, or discrimination; or if you have witnessed such conduct, you should immediately report it to an NCRTD Supervisor or Manager. You have the option to report your complaint to your immediate Supervisor, an NCRTD Manager, the NCRTD Human Resources Specialist, or the Executive Director. Please complete the NCRTD Harassment/Discrimination Complaint Form which will be provided to you.

2. NCRTD will make ~~extensive~~reasonable efforts to maintain the confidentiality of your complaint to the extent that it is possible. NCRTD encourages the prompt reporting of your concerns in order to take appropriate corrective action before the harassment, discrimination, or retaliation becomes severe or pervasive.

3. All complaints of harassment, discrimination and retaliation will be promptly investigated. All employees are expected to be honest and cooperative during the investigation. Appropriate disciplinary measures, including the possibility of termination, will be taken against the offending employee if it is determined that he/she violated the NCRTD Anti-Harassment Policy.

G. Retaliation is Unlawful~~l~~

NCRTD prohibits retaliation against an employee who reports or complains of harassment or discrimination or who participates as a witness in an EEO investigation. Non-managerial employees and Managerial employees who are proven to have engaged in retaliation against a complainant or witness will be subject to disciplinary action including the possibility of termination.

~~**A.** The District is an "equal opportunity employer." The following acts of discrimination on the part of any person (employee) are expressly prohibited, and if such discriminatory acts occur, the person responsible for the act(s) is subject to dismissal or suspension from District employment or other appropriate disciplinary action. No District employee shall:~~

~~3. Unless based on a bona fide occupational qualification, refuse to hire, discharge, promote or demote or to discriminate in matters of compensation against any person otherwise qualified, because of race, color, religion, disability, national origin, ancestry, sex, sexual orientation, age, political affiliation, veteran status;~~

~~5. Deny equal treatment or otherwise favor any employee on the basis of race, color, religion, disability, national origin, ancestry, sex, sexual orientation, age, political affiliation, veteran status;~~

~~7.~~1. ~~Print or circulate or cause to be printed or circulated any statement, advertisement or publication or to use any form of application for employment or membership to make any~~
~~1. inquiry regarding prospective membership or employment which expresses, directly or indirectly, any limitation, specification or discrimination as to race, color, religion, disability, national origin, ancestry, sex, sexual orientation, age, political affiliation, veteran status, unless based on a bona fide occupational qualification;~~

~~3. Discriminate, intimidate, or retaliate against any person because he/she has filed a complaint, testified or participated in any proceedings under this section;~~

~~5. Aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this section; or attempt to do so;~~

~~7. Attempt to favor or deny treatment to any employee or prospective employee or attempt to cause any person to violate the terms of these Rules and Regulations on the basis of race, color, religion, national origin, disability, ancestry, sex, sexual orientation, age, political affiliation, veteran status;~~

~~I. Employment in the District is to be in a workplace environment free of harassment because of race, color, religion, national origin, disability, ancestry, sex, sexual orientation age, political affiliation, and veteran status. By policy, the District provides procedures for reporting of illegal harassment conduct so that prompt remedial action can occur.~~

~~K.~~A. ~~Charges of violations of this section shall be presented to the Executive Director or any supervisor or manager, who shall report it to the Executive Director. The Executive Director shall be responsible for any investigation necessary and may take any other appropriate action to enforce the purposes and intent of this section.~~

1.8 Workplace Violence

The District is committed to ensuring a safe working environment for all employees. Both management and employees have a responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee will report all acts of violence or behavior, which could potentially lead to violence.

A. Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the District's premises will be reported to the proper authorities ~~and fully prosecuted~~. Possession of weapons (not assigned as a tool of a job assignment) on any District premises, including parking facilities and District sponsored events constitute a threat of violence. The threat of violence may include, but is not limited to, any indication of intent to harm a person or damage District property. Threats may be direct or indirect and they may be verbal or nonverbal.

~~A.~~**B.** The District reserves the right to conduct workplace inspections at any time, with or without notice, for purposes of enforcing this policy, including searching:

1. Outer clothing, packages, handbags, briefcases, lunch bags, boxes, and/or other containers being taken in or out of the District's buildings, or to or from the District's premises;

2. Vehicles parked on District property (owned, leased or occupied), or District-owned vehicles;

3. All workstations, computer files, book shelves, lockers, desks, credenzas, file cabinets, store rooms and other areas.

Any refusal to permit an inspection upon request may result in corrective action. The discovery of any violation of any other District policy as a result of such search may also result in corrective action. Any illegal activity discovered during an inspection is subject to referral to the appropriate law enforcement authorities.

~~B.~~**C.** The District does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. The following list of behaviors, while not ~~in~~exclusive, provides examples of conduct that is prohibited:

1. Threatening physical or aggressive contact directed toward another individual or engaging in behavior that causes reasonable fear of such contact.

2. Threatening an individual or the individual's family, friends, associates, or property with physical harm or behavior that causes a reasonable fear of such harm.

3. Intentional destruction or threat of destruction of the District's or another's property.

4. Harassing or threatening physical, verbal, written or electronic communications, including unnecessary and rude behavior intended to be offensive (bullying), verbal statements, phone calls, e-mails, letters, faxes, website materials, diagrams or drawings, gestures, and any other form of communication that causes a reasonable fear or intimidation response in others.

~~1.~~**5.** Stalking. Stalking is defined as a pattern of conduct over a period of time, however short, which evidences a continuity of purpose and includes physical presence, telephone calls, e-mails and any other type or correspondence sent by any means.

6. Veiled threats of physical harm or intimidation or like statements, in any form, that lead to a reasonable fear of harm or an intimidation response in others.

7. Communicating an endorsement of the inappropriate use of weapons of any kind.

8. Possessing weapons of any type on one's person during regular work hours, or at any time on District property. Weapons include, but are not limited to:

a. any firearm, loaded or unloaded, assembled or disassembled, including pellet, "BB" and stun guns, unless the possession of such firearm is licensed, authorized or permitted pursuant to state and/or federal law and expressly permitted by the District;

b. knives longer than 2.36 inches (and similar instruments) other than those present in the workplace for approved work purposes or for the specific purpose of food preparation and service;

c. brass knuckles, metal knuckles, and similar weapons;~~,~~

d. bows, cross-bows and arrows;

e. explosives and explosive devices, including fireworks, ammunition, and/or incendiary devices;

f. throwing stars, nun-chucks, clubs, saps, and any other item commonly used as, or primarily intended for use as a weapon;

g. self-defense chemical sprays (mace, pepper spray) in canisters or containers larger than two ounces; and

h. any object that has been modified to serve as, or has been employed as, a dangerous weapon.

~~**C.**~~**D.** Domestic Violence. Domestic violence is defined as a pattern of coercive tactics carried out by an abuser against an intimate partner (the victim) with the goal of establishing and maintaining power and control over the victim. These coercive tactics can be physical, psychological, sexual, economic and/or emotional. Where the abuser's tactics include any of the above-described conduct on District premises, this policy applies. Where such tactics include any of the above-described behaviors off District premises, this policy applies where the abuser is someone acting as an employee or representative of the District at the time, where the victim is an employee who is exposed to the conduct because of work for the District, or where there is a reasonable basis for believing that violence may occur against the victim or others in the workplace. The term "intimate partner" includes people who are legally married to each other, people who were once legally married to each other, people who have had a child together, people who live together or who have lives together, and people who have or had a dating or sexual relationship, including same sex couples.

~~**D.**~~**E.** No Violence Policy.

1. Any employee who is found to have committed workplace violence will be subject to corrective action and may be directed to stay away from District premises. Violators may also be subject to civil and criminal prosecution.

2. **Additionally**, where an employee is convicted of a crime of violence or threat of violence under any criminal code provision for non-workplace conduct, the District reserves the right to determine whether the conduct involved may adversely affect the legitimate business interests of the District, and as a result may implement corrective action. Any employee convicted of such a crime must report the conviction to the District absent a court order to the contrary. Failure to do so is a violation of this policy and subjects the employee to corrective action.

F. Risk Reduction Methods.

The District will maintain a strict ~~zero tolerance~~ policy for acts of violence and threats of violence. Such incidents will lead to disciplinary action up to and including termination. While the District does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform the Human Resources Office or their Supervisor if any employee exhibits behavior that could be a sign of potentially dangerous situations. Such behavior includes:

1. Discussing weapons or bringing them to the workplace;
2. Displaying overt signs of extreme stress, resentment, hostility, or anger;
3. Making threatening remarks;
4. Sudden or significant deterioration of performance;
~~**1.**~~**5.** Displaying irrational or inappropriate behavior.

~~**E.**~~**G.** Procedure.

1. Reporting Violations. Employees shall report any potentially dangerous situation which does or could violate this policy against violence in the workplace to a supervisor, or the Human Resources Office. Confidentiality will be maintained to the extent possible. All reports will be investigated and ~~all~~ appropriate action will be taken.

2. Reporting Procedure. An employee who believes that a threat or act of violence has been made against that employee or others should:

a. Report the details immediately to the employee's supervisor, department director or Human Resources Office. Employees are encouraged to complete and Incident Report Form and return it to the supervisor or to the Human Resources Office as soon as possible. If an Incident Report form has not been completed by the employee, the supervisor shall complete the Incident Report form and forward the report to the Human Resources Office.
b. If appropriate ~~first,~~ in the ~~good~~ judgment of the employee and supervisors involved, call 9-1-1. Under this policy, decisions may have to be made quickly to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. Nothing in this policy is intended to prevent quick action to stop or reduce the risk of harm to anyone, including requesting immediate assistance from law enforcement or emergency response resources.

3. Failure to report any threats or acts of violence in violation of this policy is itself a violation of this policy, and may subject any employees involved to corrective action. This includes reports by supervisory personnel who may be privy to threats that have been made by another employee.

~~**1.**~~**4.** Retaliation against anyone for reporting an actual or suspected violation of this policy in good faith will not be tolerated and will subject the individual engaging in the retaliation to corrective action. Any complaints about retaliation may be reported in the same manner as violations of this policy are to be reported.

~~**2.**~~**5.** Investigation. All reported incidents of violence and threats of violence will be investigated as appropriate. The District will decide whether its workplace violence policy has been

violated and whether preventive or corrective action is appropriate. The District may consult with law enforcement authorities or other resources as it deems appropriate, and may require a fitness for duty examination or other professional assessment through providers chosen by the District to determine whether a perpetrator presents a threat to individuals in the workplace. If a violation of this policy occurs, the District will take appropriate preventive and corrective action.

~~3.~~6. False Reporting. In the event that it is determined through an investigation that any employee falsely accused another employee of a threat of violence, the accuser will be investigated and subject to corrective action.

1.12 American with Disabilities Act.

A. The District will not discriminate against qualified individuals with disabilities in regard to the application procedures, hiring, advancement, discharge, compensation, training, or other terms and conditions of employment.

B. The District will provide reasonable accommodation to qualified individuals with a disability so that they can perform the essential functions of the job.

C. ~~An individual~~An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for a position as any other applicant.

1.13 Immigration Reform and Control Act, 1986.

The U.S. Department of Homeland Security, Immigration Control and Reform Act of 1986, requires that all newly hired, or re-hired, employees present documented proof of identity and eligibility to work in the U.S. Employees will be required to complete the Employment Eligibility Verification form, I-9 within three days of hire.

1.14 Drug and Alcohol Free Workplace.

A. As mandated by Federal law, it is the District's policy that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including alcohol, in or on any District owned property is prohibited.

B. All employees who hold a commercial driver's license and are required to operate vehicles for the District as part of their employment are subject to the U.S. Department of Transportation substance abuse testing procedures as outlined in the Districts Drug and Alcohol policies including but not limited to the testing programs.

C. The District recognizes that employees are a valuable resource and wants to assist any employee who voluntarily comes forward and requests assistance with chemical dependency provided that the employee:

1. has not received notification to report for drug/alcohol testing in the six week period prior to his request for assistance,

2. has not been identified as a violator nor is under investigation for a violation of the District's Drug and Alcohol policy, and

3. has agreed to utilize the services available through the District's Health Insurance carrier.

D. Administrative policy may be developed further defining terms used in this Rule as well as procedures for implementation of Federal laws.

E. Employees found in violation of this Rule are subject to disciplinary action up to and including dismissal.

F. Employees who are not subject to U.S. Department of Transportation substance abuse testing will be subject to the District's Drug and Alcohol policies for safety sensitive positions with the exception of those requirements related to random drug testing.

1.15 Employee Responsibilities.

A. It is the duty and responsibility of every employee to be aware of and abide by existing work rules and regulations.

B. It is the responsibility of the employee to perform his/her duties to the best of his/her ability and to the standards set forth in his/her job description or as otherwise established for the type of work performed.

C. Employees are required to be at their work stations in accordance with the established working hours for their respective work units. Supervisors are responsible for maintaining attendance and tardiness records on their employees.

D. Customer Service Standards for Dress and Appearance: The District is a professional organization. All employees will present a professional appearance by wearing attire appropriate for their job classification in order to promote a positive image to its customers. The general public frequently forms its initial impression of professional credibility solely on employee appearance. The appropriateness of attire as seen by the general public has a bearing on how other agencies and departments view employee professionalism and ultimately working relationships. This policy is intended to provide standards on dress and appearance and is not meant to address all situations. There may be differences in some divisions dress standards depending on the nature of the work environment, nature of the work performed, involvement with the public, required uniforms or other circumstances as defined by the supervisor.

1. All clothing and accessories should be functional, in good repair, and safe.

2. Employees not required to wear uniforms should wear clothing that is neat and clean, and suitable for business.

3. Employees required to wear uniforms should wear uniforms that are clean, fresh, and mended if necessary. Uniforms bearing a District identification patch may not be worn, unless on duty.

4. Personal hygiene is essential. Therefore it is necessary that all employees maintain a clean, presentable appearance. Personal hygiene includes bathing/shower, and such other steps as are reasonably necessary to ensure that employees do not offend customers or coworkers due to lack of hygiene.

E. Upon separation from the District, any and all District issued equipment, including but not limited to uniforms, identification patches, and keys must be returned to the District.

F. Employees are required to notify their department manager or the Manager's Designee, their supervisor, and Human Resources Office if they have a change of residence or telephone number within ten (10) business days. Employees are required to notify the Human Resources Office if they have a change in domestic partnership, marital status (marriage, divorce, widowed) or change in number of dependents within fifteen (15~~) calendar~~) calendar days. New dependents not enrolled in the employee insurance benefits within fifteen (15) calendar days may be enrolled during the next open enrollment period.

1.16 Temporary Modifications to the Rules.

The Executive Director may temporarily modify or waive any of these Rules if it would be reasonable, appropriate, lawful, and necessary for the orderly and efficient administration of the District. The Executive Director shall promptly notify the Board of any temporary modifications made pursuant to this section.

1.17 Permitted Political Activity.

All employees are permitted to engage in political activities but shall not do so while engaged in NCRTD business, nor upon the vehicles, premises, or any other facilities of the NCRTD, nor in a manner does that create the appearance of NCRTD involvement in political activity. Employees of the NCRTD:

A. are encouraged to register and vote and have a right to express their opinions on all political subjects and candidates on their own time or on authorized leave;

B. may serve as convention delegates on their own time or on authorized leave;

C. may attend political rallies on their own time or on authorized leave;

D. may engage in political activity on their own time or on authorized leave to include signing nomination petitions and making voluntary contributions to political organizations;

E. may serve as an election official on their own time or on authorized leave; may be a member of a local educational board or any other non-partisan elected office, which shall not be construed to be either holding political office, provided the employee is on their own time or authorized leave as necessary

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~~may be a member of a local educational board or any other non-partisan elected office, which shall not be construed to be either holding political office, provided the employee is on their own time or authorized leave as necessary.~~

1.18 Prohibited Political Activity.

All employees are prohibited from:

A. Using official District property, letterhead, authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office, or for any other political purpose;

B. Using official District property, letterhead, authority or influence for coercing, attempting to coerce, commanding or advising an employee to pay, lend or contribute anything of value to a party, committee, organization, agency or person for a political purpose;

C. Threatening to deny promotion to any employee who does not vote for certain candidates, requiring employees to contribute a percentage of their pay to a political fund, influencing subordinate employees to buy tickets to political fund-raising events, advising employees to take part in political activity and matters of a similar nature;

D. Engaging in political activity while on duty, including but not limited to the following:

i. Wearing campaign buttons or displaying campaign literature in public view for any federal, state or local election;

ii. Displaying political advertisements on District-owned vehicles.

iii. Using any District equipment, supplies, or property for political campaign purposes for any federal, state or local election;

iv. Circulating partisan political nominating petitions;

v. Soliciting political contributions or participating in partisan fund raising activities;

Introducing or meeting with political candidates for the purpose of soliciting support for their campaign

1.19 Public Office; Holding or Running for.

A. The Hatch Act {5 U.S.C. Sections 1501 to 1508} restricts the political activity of individuals principally employed by state or local agencies who work in connection with programs financed in whole or in part by federal loans and grants. District employees who are considering political activity should consult their own legal counsel to determine whether the Hatch Act applies to them. The following are District restrictions for employees covered by the Hatch Act.

1. Employees covered by the provisions of the Hatch Act may be candidates in nonpartisan elections, if, upon filing or accepting the nomination and during the entire campaign, the employee is authorized to use leave.

2. Employees covered by the provisions of the Hatch Act may not be candidates in partisan elections.

3. Employees not covered by the provisions of the Hatch Act may be candidates for any public office, if, upon filing or accepting the nomination and during the entire campaign, the employee is authorized to use leave.

For more details on the Hatch Act and its application to District employees see:

http://www.osc.gov/hahelpfulInformStateSeparate.htm.

RULE 2 – EMPLOYMENT – SELECTION PROCESS

2.1 Job Posting.

A. Unless a position is filled by promotion or internal lateral transfer, all vacant, or to become vacant, classified positions shall be posted on designated District bulletin boards and advertised internally for a minimum of ten (10) days to allow current interested employees the opportunity to apply and advance in their careers in the District. Internal posting and recruitment does not preclude the NCRTD from performing concurrent external recruitment efforts.

B. During the 10 day internal recruitment period the position may be filled without recourse to a List of Eligibles. Following the 10 day internal recruitment period the vacant position may only be filled by a candidate off of the List of Eligible's.

2.2 Vacant Positions may be filled by Promotion or Internal Transfers.

A. Promotion.

1. Any classified regular employee who has demonstrated continuous satisfactory service may be eligible to be promoted.

2. Employees may be eligible to be promoted to any classification within the same career ladder for which they meet the minimum qualifications without having to take the test for that classification.

3. Employees may be eligible to be promoted to any classification outside of their career ladder if they meet the minimum qualifications and pass the appropriate test, if applicable.

4. Management may select any candidate, or employee, from the appropriate list of eligible's for promotion.

5. Promotions approved by the Executive Director will be effective at the beginning of the pay period during which the Personnel Action Form is approved by the Executive Director.

6. Promotional increases are awarded in line with the District's Compensation Plan. The salary of an employee who is promoted shall be adjusted to the new salary range with a ten (10) percent increase in pay, unless a higher or lower rate is authorized by the Executive Director due to salary compaction; experience and qualifications; correction of salary inequities; or other valid reasons.

2.3 Transfers and Temporary Promotion.

A. Management, with approval of the Executive Director, may transfer an employee from one work site, position, or division within the District to another without the employee's written consent, if deemed in the best interest of the District, provided the employee meets the minimum qualifications for the new classification.

1. An employee is eligible to transfer to another available position in the same classification or to another classification with the approval of the Executive Director.

2. An employee shall retain accrued annual sick and personal leave, if applicable, upon transfer.

B. Temporary Promotion.

1. The District may fill a vacant, classified regular or limited term position by the temporary promotion of an employee who meets the minimum qualifications.

2. A temporary promotion must be for a period of at least thirty (30) days or greater but not more than twelve (12) months.

3. Temporary promotions within the same classification level will result in a base pay rate increase to the minimum pay step of the new range, or up to a 5% increase if the employee's current pay rate exceeds the minimum of the new classification. The maximum pay range shall not be exceeded; the balance of the award must be taken in cash if the full amount exceeds the maximum pay range.

4. Temporary promotions from any lower level classification to any higher level classification will result in a base pay rate increase to the minimum pay step of the new range, or up to a 10% increase if the employee's current pay rate exceeds the minimum of the new classification. The maximum pay range shall not be exceeded; the balance of the award must be taken in cash if the full amount exceeds the maximum pay range.

5. ~~The salary of an employee who is promoted shall be~~ adjusted ~~adjusted to the~~ entry rate ~~of the new salary range under the then current compensation plan but said salary increase shall not exceed two steps within any step plan that would provide an increase of at least five percent (5%) or to the minimum of the grade rate of the position, whichever is greater.~~with up to a two step increase of adopted compensation plan. A higher or lower temporary base pay rate may be authorized upon temporary promotion by the Executive Director because of salary compaction; experience and qualifications; correction of salary inequities; or other valid reasons.

2.4 Recruitment for Posted, Advertised Positions.

A. Recruitment shall be tailored to the number and nature of authorized positions to be filled and to labor market conditions.

B. Subject to budget and other valid constraints, the Executive Director may:

1. utilize trade journals, newspapers, radio and television media, internet resources and other local sources to publicize job opportunities;

2. maintain and use mailing lists of schools, vocational counseling offices, organized occupational groups, and other special interest groups for the dissemination of data about job and career opportunities;

3. invite individuals to specify their vocational interests for future reference;

4. prepare and distribute written information on job opportunities in the District; and

5. make periodic visits, displays, and programs directed at schools in order to interest students in jobs with the District

2.5 Application for Employment or Promotion-Filling.

A. All applications for positions with the District shall be made on forms prescribed by the Executive Director. Such applications shall include information, which is determined necessary or is mandated by State or Federal law, or regulations. All applications shall be signed, dated and the truth of the statements contained therein certified by the candidate's signature.

B. No question on any form of application shall be so worded as to elicit information concerning race, color, religion, national origin, ancestry, disability, sex, sexual orientation age, political affiliation, or veteran status of any candidate, except, that information required to assist with equal employment opportunity efforts, nor shall inquiry be made concerning such origin, opinions or affiliations during any interview, and all such disclosures, thereof, shall be disregarded, unless such information is deemed a bona fide occupational qualification.

2.6 Applicant Preference.

Candidates may, as provided by law, be given preference for positions if they are current classified employees or veterans, or as otherwise allowed by state or federal law.

2.7 Proof of Veteran Status.

Proof of eligibility for veteran preference shall be presented to the District at the time the application is filed.

2.8 Rejection of Application.

A. Applications may be rejected if the candidate:

1. Fails to meet the required minimum qualifications as stated in the job description;

2. Has been convicted of a felony or a misdemeanor and the provisions of the Criminal Offender Employment Act, Sections 28-2-1 to 28-2-6, et seq., NMSA 1978, permit such rejection:

    a. Subject to the provisions of the Criminal Offender Employment Act, in determining eligibility for employment, the District may take into consideration the conviction after the applicant has been selected as a finalist for the position; however, such conviction shall not operate as an automatic bar to obtaining public employment unless otherwise provided by law to the contrary.

    b. The following criminal records shall not be used, distributed, or disseminated in connection with an application for any District employment:

        i. Records of arrest not followed by a valid conviction; and

        ii. Misdemeanor convictions not involving moral turpitude.

c. The Executive Director may refuse to grant or renew, or may suspend or revoke the application of any candidate or employee for District employment for any of the following causes:

i. where the candidate or employee has been convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction directly relates to the particular employment;

ii. where the candidate or employee has been convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction does not directly relate to the particular employment and if the Executive Director determines, after investigation, that the person so convicted has not been sufficiently rehabilitated to warrant the public trust.

d. The Executive Director shall explicitly state in writing the reasons for a decision which prohibits the person from engaging in District employment, if the decision is based in whole or in part on conviction of any crime described in Paragraph two of this section. Completion of probation or parole supervision or of a period of three years after final discharge or release from any term of imprisonment without any subsequent conviction, shall create a presumption of sufficient rehabilitation for purposes of Subsection c, 2), above in this Section;

3. Has made any material omission, false statement or produced any false document in support of the application;

4. Has failed to complete the application correctly or submit the application within prescribed time limits;

5. Has submitted an application for a classification that is closed for recruitment;

6. Has attempted to use political influence in securing a District position; or

7. Has otherwise violated these Rules.

The District shall notify each candidate whose application is rejected.

2.9 Examinations-General.

A. Examinations shall be confined to those matters which test the candidate's ability to be trained for the position and which are directly job-related and which fairly, validly, and reliably test the capacity and fitness of the applicant to successfully discharge the duties of the position for which the examination is administered.

B. Examinations may be written, oral, physical, performance tests, rating of training, or experience or any combination of these.

C. No test shall be administered by the District without such test having been approved by the Executive Director or by a duly authorized state or federal agency.

2.10 Exemption from Examination.

A. The Executive Director may exempt from competitive entrance tests those professional and technical persons who possess recognized registration or certification who are applying for classified positions, which require such registration or certification.

B. The Executive Director may also exempt from competitive entrance tests certain classifications where job-related ranking measures are not practical or appropriate. These classifications shall be limited to unskilled positions with no identifiable entrance requirements of experience or education.

2.11 Character of Examination.

A. Testing for a position in the District may be accomplished by one or a combination of the following types of tests: written tests, rating of education, training and experience, oral tests, assessment center, performance test, or any other appropriate selection device.

B. New tests will be developed in accordance with established professional techniques and relevant federal laws, regulations, and guidelines with the intent of measuring critical or important knowledge, skills, abilities, job duties, work behavior, or work necessary for successful job performance.

C. No question or other mode of inquiry in any examination shall be so worded or designed to elicit information that may discriminate for or against any applicant for reasons of sex, sexual orientation, age, race, color, physical or mental disability, national or ethnic origin, political or religious opinions or affiliation of any candidate, and all disclosures thereof shall be disregarded.

2.12 Removal of Names from List of Eligibles.

A. The Executive Director may remove the name of a candidate from any list of eligibles, if the candidate:

1. advises the District that he/she is not interested in that position in that classification;

2. fails to respond within five (5) working days of receipt of mail or email inquiry as to availability for employment; or

3. fails to appear for a scheduled interview without a valid reason.

2.13 Selection for Employment.

A. Applicants shall be selected who are best suited for positions without regard for race, color, religion, disability, national origin, ancestry, sex, sexual orientation, age, political affiliation or other non-merit factors.

B. The selected candidate may not start employment until background checks, pre-employment physical and drug tests are complete and passed—if required.

C. Those candidates interviewed but not selected shall be notified in writing of their non-selection by the Human Resources Office in a timely fashion.

D. Interviewers shall return the list of eligibles to the Human Resources Office with a note made on the disposition of all candidates on the list of eligibles.

2.14 Exceptions to Use of List of Eligible's

Former employees who separated from the District in good standing may be re-hired by the District within one (1) year from the date of separation without recourse to a list of eligibles.

A. The individual must submit an application and meet the minimum qualifications for the classification and the re-hire must be approved by the Executive Director.

B. Such individuals will be treated as a new employee regarding probationary period, leave accrual, seniority, and other employee privileges.

C. Former classified employees, who were laid off as a result of a reduction in force, may be offered reemployment by the District pursuant to the Rules and Regulations regarding reduction in force.

2.15 Nepotism Prohibited.

A. Persons shall not be employed by the District in a position where they would supervise or be directly supervised by any person related to them by blood or marriage to the third degree, or where they would supervise or be directly supervised by a domestic partner.

B. The following persons are relatives within the third degree:

Employee's spouse or domestic partner,
child
brother
sister
grandparent
grandchild
great-grandparent
great-grandchild
aunt (sister of parent)
uncle (brother of parent)
nephew (son of brother or sister)
niece (daughter of brother or sister)

if the employee is married, or with domestic partner, relatives of such spouse or domestic partner, as listed above, are included in this prohibition.

C. The Executive Director, manager, or any other supervisor may neither immediately supervise nor directly hire relatives as defined above.

D. The District shall be authorized to take any steps necessary, up to and including transfers, demotions and termination of employees, in order to ensure that this prohibition on nepotism is upheld.

2.16 Probationary Appointment.

A. New employees shall satisfactorily complete a trial work period referred to as probation and are considered classified regular or limited term employees after the satisfactory completion of their probationary period.

1. The probationary period for new, promoted or re-employed employees is six (6) months.
2. Prior to the expiration of the probationary period a supervisor may extend the probationary period up to an additional ninety (90) day period of evaluation if in the opinion of the management it is necessary and it is approved by the Executive Director.

3. If leave without pay is taken during the probationary period, the probationary period shall be extended by the number of days of leave.

B. An employee may be separated from the District without right of appeal or hearing at any time during the probationary period for any reason so long as the reason is not contrary to the express limitations on bias contained in these Rules and Regulations. A probationary employee is an "at-will' employee

2.17 Type of Employees.

A. Classified Regular employee is a budgeted, full or part-time position, duties of which do not terminate at any stated time. An employee working 40 hours minimum per week is eligible to receive full fringe benefits. An employee working not less than 21 hours and nor more than 39 hours per week is entitled to partial fringe benefits on a *pro rata* basis.

B. Exempt Employee (Non-classified) is a budgeted, full or part-time position, exempt from the classified service and FSLA.

C. Limited term employee is the employment of a person for a limited and specified time period, e.g., one year or longer subject to funding for the project or program, with benefits and subject to all personnel rules and regulations, except for the right of appeal regarding the expiration of the appointment or as otherwise stated herein.

D. Temporary employee is hired to perform a job which is limited in nature or is on a seasonal basis and which will not exceed twelve months of employment unless otherwise approved by the Executive Director. Temporary employees are not eligible for benefits and have limited remedies for employment disputes as stated herein.

E. Employees of temporary status may be converted to regular or limited term status in the same classification and credited with up to six months service towards completion of the probationary period at the time of the conversion with the approval of the Executive Director.

F. Temporary employees may fill in for Classified Regular Employees on Long Term Disability, Family Medical Leave, Worker's Compensation or Extended Leave without pay. If the temporary assignment lasts for more than six (6) months, these employees will receive the same

insurance and paid leave benefits as Classified Regular Employees, beginning the seventh (7^{th}) month of their employment. However, these employees will remain temporary for all other purposes.

2.18 Emergency Hiring.

A. An emergency hire is the employment of a person when an emergency condition exists that would, in the opinion of the Executive Director, compromise the public health, safety, and welfare, or severely curtail the normal operations of the District and there are no candidates available on an appropriate list of eligibles.

B. If no candidates are available for the classification, the District may hire an apparently qualified person without testing.

C. An emergency hire may be converted to a probationary, regular, limited term, or temporary employee with the approval of the Executive Director if the individual

1. passes the appropriate test; or

2. has taken but not passed the appropriate test; the Department Management certifies that the employee is performing at a satisfactory level; and there are no available candidates for the position.

D. No individual shall hold an emergency appointment longer than ninety (90) days in any twelve (12) month period, unless approved by the Executive Director.

RULE 3 – CLASSIFICATION AND COMPENSATION

3.1 Authority.

Compensation and Classification may be the subjects of separate District policies which may be changed from time to time independent of these Rules and Regulations.

3.2 Preparation of Classification System.

The Executive Director or designee shall prepare and maintain a Classification System which provides for a grouping of all positions in the District into classifications on the basis of essential duties, responsibilities, and minimum qualifications required. Compensation and Classification may be the subjects of a separate District policy which may be changed from time to time independent of these Rules and Regulations.

3.3 Content of Classification System.

A. The Classification System shall include the descriptions for the various classifications, which may be subdivided or grouped as deemed appropriate.

B. Written descriptions for each classification shall be prepared by the Human Resources Office, and approved and amended as necessary by approval of the Executive Director. These descriptions shall include:

1. The title of the classification;

2. Examples of typical essential tasks performed, responsibilities, and working conditions;

3. A statement of the minimum qualifications required, including the kind and amount of training and experience, knowledge, skills, and abilities, physical requirements, and job-related personal attributes that an employee should possess; and

4. Signature by the Executive Director and the date of the last revision.

3.4 Revisions to the Classifications.

A. Whenever the creation, abolition, subdivision, or consolidation of individual classifications appears necessary, due to the creation of a new position, change in organization, or change in the duties of an individual position, a classification may be revised and the revision must be submitted to the Executive Director for approval.

B. Any revisions that may reflect a major change in policy should be submitted to the affected Managers, Supervisors and interested parties in order to obtain input concerning such revisions.

C. When a classification is revised, the title of classification and in some cases the salary range assignment may be affected. The salary of the individual employee in the revised classification may not be reduced or increased without the approval of the Executive Director.

D. When there are revisions to the classification system as a whole the revisions shall be submitted to the District Board for approval.

3.5 Allocation of Positions to Classifications.

A. Every position in the District shall be allocated to a salary range; all positions substantially similar as to the tasks performed, as to the responsibilities exercised, and as to the minimum qualification requirements shown in the classification descriptions, shall be allocated to that same salary range.

B. The title of a classification shall become the title of such position and shall be used on all official records and correspondence relating to the position.

C. Department Management may recommend the allocation or reclassification of positions to one of the classifications in the Classification System or a new classification, subject to approval by the Executive Director.

D. Department Management shall submit adequate documentation to support the recommended reclassification of a position to a different classification.

E. Periodic audits to determine whether or not positions are properly allocated shall be conducted. If it is determined that a position is improperly allocated, the Executive Director shall reallocate it to its proper classification.

F. When a new position is contemplated, the position must be formally established before it may be filled. Except as otherwise provided by these Rules, no person shall be appointed to or employed in a position until the position has been allocated to a classification and approved by the Executive Director.

3.6 Compensation Policy.

It is the policy of the District that the comprehensive Compensation Plan, (Pay Schedule), for all classifications of the District is subject to and limited to availability of funding as may be determined by the Board. The Board shall be the final arbiter of available funds.

3.7 Preparation of the Compensation Plan—Salary Ranges.

A comprehensive Compensation Plan for all classifications in the District shall be prepared under the direction of the Executive Director. The Compensation Plan shall take into consideration experience in recruiting for positions for the District, prevailing rates of pay in comparison to similar services in public and private employment, cost of living, and other benefits received by District employees, and the District's financial condition and ability to pay.

3.8 Adoption of the Compensation Plan.

The Compensation Plan (whether a part of a Compensation and Classification policy or otherwise) shall be adopted by resolution of the Board.

3.9 Revision to the Compensation Plan.

The Compensation Plan may be revised upon the recommendation of the Executive Director and the approval of the Board.

3.10 Administration of the Compensation Plan.

The approved Compensation Plan shall constitute the official schedule of salaries for all classifications in the District to which such Compensation Plan is applicable. The rates of pay for all persons in the District shall be approved by the Executive Director and no salaries shall be approved unless they conform to the approved Compensation Plan.

No employee in the District shall be paid a salary less than the minimum nor greater than the maximum of the salary range for the classification as fixed by the Compensation Plan unless otherwise provided for in the Rules or approved by the Executive Director.

The entrance rate payable to any employee upon appointment to a position in the District shall be the minimum rate in any applicable salary range, unless a higher rate, in-grade hire, is authorized by the Executive Director because of the candidate's exceptional qualifications, difficulty in recruitment, or other valid reason.

A. When a promotion occurs, the appropriate pay rate upon promotion is determined in accordance with the classification level of the new classification.

1. Promotions within the same classification level will result in a base pay rate increase to the minimum pay step of the new range, or up to a 5% increase if the employee's current pay rate exceeds the minimum of the new classification. The maximum pay range shall not be exceeded; the balance of the award must be taken in cash if the full amount exceeds the maximum pay range.

2. Promotions from any lower level classification to any higher level classification will result in a base pay rate increase to the minimum pay step of the new range, or up to a 10% increase if the employee's current pay rate exceeds the minimum of the new classification. The maximum pay range shall not be exceeded; the balance of the award must be taken in cash if the full amount exceeds the maximum pay range.

3. ~~The salary of an employee who is promoted shall be~~ adjusted ~~adjusted to the~~ entry rate ~~of the new salary range~~ under the then current compensation plan but said salary ~~increase shall not exceed two steps within any step plan that would provide an increase of at least five percent (5%) or to the minimum of the grade rate of the position, whichever is greater.~~ ~~with up to a two step increase of adopted compensation plan.~~ A higher or lower base pay ~~rate~~ may be authorized upon promotion by the Executive Director because of salary compaction; experience and qualifications; correction of salary inequities; or other valid reasons.

B. The salary of an employee who is demoted for disciplinary reasons shall be reduced by at least two steps in the event that the then current compensation plan provides for steps, but never below the newly assigned salary range.

C. The salary of an employee who voluntarily takes a classification reduction will be reduced by at least two steps in the event that the then current compensation plan provides for steps, but never below the newly assigned salary range.

D. The salary of an employee who is laterally transferred to a comparable position shall remain the same unless the Executive Director finds cause for a salary increase due to any change in employment conditions.

E. The salary of an employee who is re-employed after being called to military active duty in accordance with the provisions of Rule 4.21 shall be at a rate equal to what the employee would have attained had the employee not been called to active duty.

F. Market adjustments may be awarded upon a market adjustment formula if approved by the Board.

3.11 Performance Based Increases.

A. Performance increases shall not be granted on an automatic basis but shall be granted upon the demonstrated quality of performance as promulgated by the Board and based on the availability of funding.

B. Exempt, classified regular, and limited term employees who are considered to be deserving as evidenced by average or above job performance, may be granted a performance increase based on a formula as approved by the Board, as may be determined periodically within the limits of the salary range after one (1) year from the date of:

C. Any period of leave without pay in excess of thirty (30) days shall not be credited as continuous service toward eligibility for a performance increase.

D. Service in emergency or limited term, or temporary status, when followed without a break in service by probationary appointment to the same classification, will be credited toward eligibility for a performance increase.

E. The Executive Director may authorize a salary increase to any rate in the salary range as an incentive for the emergency retention of exempt, classified ~~regular and~~regular and limited term employees who are offered employment outside of the District to retain them in their current positions. The following will be required:

1. Documented proof of outside job offer.

2. Increase, computed as a percent of the employee‘s salary, may be granted as a lump sum at the end of a service period, in installments over the course of service period but never to be provided in advance.

3. Before receiving an emergency retention, an employee must sign a written agreement to complete a specified period of service with the District.

F. When an employee’s salary reaches the maximum pay rate in the range for his/her position, the employee may be eligible for a cost of living adjustment based on a performance review by the Executive Director and determined and funded by the Board.

G. The Board may, upon appropriate notification of economic changes, approve a cost of living adjustment for some or all employees.

3.12 Salary Decreases.

A. Salaries of all employees may be decreased uniformly and equitably for budgetary reasons upon the recommendation of the Executive Director and approval of the Board.

B. Affected employees shall be given at least twenty-eight (28) ~~days notice~~days' notice.

C. In no case shall a salary be reduced below the minimum rate in the salary range.

D. Salary decreases may be made to classes of employees, when deemed necessary, in the following order:

1. Emergency.
2. Temporary.
3. Limited Term.
4. Probationary.
5. Limited Term.
6. Exempt.
7. Classified Regular.

3.13 Classification Reduction.

An employee may, as the result of reorganization or when deemed in the best interest of his or her supervisor, receive a reduction from their current classification to a lower classification with no reduction in salary.

3.14 Overtime Compensation.

In order to meet the demands of work, employees may be required to work in excess of the hours designated in their normal work week. Overtime compensation will be paid to employee, as indicated below, only for actual hours worked. Overtime will be held to a minimum consistent with the needs of the District and service to its constituents. Overtime is normally allowed by management only in emergency situations or when service demands present no other reasonable alternative. However, when a supervisor has determined the need for overtime to be worked, employees are expected to work a proportional share of the overtime assigned to the employee's classification or work unit. Refusal to accept an overtime assignment and/or continued refusal to participate in voluntary overtime offered to the employee's classification may result in disciplinary action. All overtime must be scheduled and/or approved by the employee's supervisor in advance, except in emergency situations where advance approval cannot be obtained.

A. Any employee, (except those determined not to be covered by the overtime provision of the FLSA), who are authorized and approved in advance by their supervisor and required to work in excess of the normal work week (forty [40] hours), shall be compensated for such overtime at one and one-half (1 1/2) times their hourly rate or unless otherwise specified in the Fair Labor Standards Act (FLSA). Such compensation shall be paid overtime unless the employee elects to receive compensatory time in lieu of paid overtime. Such compensatory time shall be accrued at time and one-half.

B. The following hours are considered as hours worked for the purpose of qualifying for overtime pay at the rate of time and one-half.

1. Hours actually worked;

2. Paid holidays;

3. Hours allowed for voting time;

4. Jury duty;

5. Hours allowed for court duty when appearing as a witness on behalf of the District or because of an official capacity with the District; and

6. Training time.

C. The following are considered hours not worked and will not be counted toward overtime/comp-time eligibility. Excepting only the provisions of B. above, an employee must be physically at work more than forty (40) hours per week and cannot use the following time to obtain overtime/comp-time eligibility:

1. Vacation;

2. Sick leave;

3. Military leave;

4. Funeral leave;

5. Injury leave;

6. Lunch break;

7. Comp-time hours used.

D. Travel time may or may not be work time.

1. Travel from home to work and from work to home is not work time. Time spent by an employee in travel as part of his/her normal activities, such as travel from job site to job site during the employee's regular working hours, or operation of a transit vehicle for public transit, is work time and must be recorded.

2. Travel performed outside of an employee's normal work schedule as a result of assigned duties may constitute work time. The Human Resources Office must be consulted in advance to determine whether or not such travel time is work time.

E. In some cases, compensatory time may be granted in lieu of cash payment. FLSA covered employees may accrue and use up to forty (40) hours of compensatory time annually. In the last pay period of the fiscal year, all accrued but unused compensatory time shall be paid to the employee at the employee's then current regular rate of pay.

F. An FLSA covered employee who separates from the District shall be compensated for all accrued compensatory time.

G. Exempt employees (non-FLSA covered) who work in excess of the normal work week (forty [40] hours), are not eligible for overtime pay. The basic compensation of exempt employees is based on the amount of work necessary to complete the assigned functions and is not based upon a set number of hours per work week. Time worked in excess of forty (40) hours per week is not eligible for compensation during the course of employment or upon termination. However, at the discretion of the Executive Director, exempt employees may be granted time off during normal work hours in consideration of their work efforts.

~~3.15 Holiday Pay.~~

~~The holiday schedule listed herein is the official holiday schedule.~~

~~All regular classified or limited-term employees shall be paid for holidays listed herein at the employee's straight time hourly rate. Holiday pay is based on eight (8) hours of pay for full-time employees and prorated hours for part-time regular employees. An employee whose work day is in excess of eight hours will be required to utilize compensatory time or annual leave for any absence in excess of eight hours on the day that the holiday is observed.~~

~~All FLSA covered employees who are required to work a holiday shall be compensated at the rate of two (2) times their hourly rate for all hours worked.~~

RULE ~~4~~ 4 – EMPLOYEE WORKING CONDITIONS

4.1 Training.

The primary responsibility for training employees shall be assumed by District management. District management will utilize performance and development plans as an indicator of an employee's need for training. Supervisors should consult with employees during the preparation of their performance and development plans regarding their training needs. Training shall be provided as needed but the District may prioritize training for employees who have a demonstrated long term commitment to employment with the District.

4.2 Training Needs.

The Executive Director shall require Supervisors to determine the training needs in determining their training needs and in devising and establishing programs to meet such needs. Priority shall be given to training that is required by law, training that effects safety, and training that will provide long-term benefits to the District.

4.3 Normal Work Week.

The basic work week for most full time employees shall consist of forty (40) hours in a seven-day period. The work week commences at 12:01 a.m. every Saturday and ends at 12:00 p.m. on Friday. There are two work weeks in a pay period.

4.4 Normal Work Day.

The normal work day shall be determined by the Executive Director to best meet the needs of each organization.

4.5 Other Employment while on duty for the District.

No employee shall engage in any other employment or self-employment, during the hours the employee is scheduled to work for the District. Violation of this Rule may be grounds for disciplinary action.

4.6 Outside Employment.

A. It is anticipated that employment with the District will be the employee's primary duty and all employees are required to ensure that any other employment does not interfere with their ability to fully and professionally perform their duties as District employees. All employees engaging in employment other than with the District must have prior District approval.

B. To assure no conflicts exists between District employment and outside employment (including but not limited to conflicts of interest, schedule conflicts or travel conflicts) employees who engage in employment in addition to their District employment are required to obtain written approval on a prescribed form from the Executive Director.

C. Before an employee may work for any other organization or engage in business for himself/herself, approval of the Executive Director is necessary to determine that:

1. Neither the employee nor his/her subordinates shall conduct any business connected with the employee's outside employment while on duty.

2. There is no conflict between the employee's official duties with the District and the proposed outside employment.

3. The employee is serving the District satisfactorily and will be able to do so if he/she undertakes outside employment.

D. Approval authorizes outside employment for a period of one (1) year from the time of approval. The employee must re-apply on a prescribed form for continued approval annually so long as employee wishes to continue outside employment.

E. In the case of injury or inability to perform job duties with the District due to impairments arising from outside employment, time off will be taken from the employee's earned accrued sick and annual leave.

F. Authorization to engage in outside employment shall be suspended during periods of sick or disability leave.

4.7 ~~Legal Holidays.~~Holidays and Holiday Pay

A. The holiday schedule listed herein is the official holiday schedule.

The following ~~federal~~ holidays shall be observed as paid holidays through 12/31/2013 and as of 1/1/2014 the listed holidays will be replaced as noted herein:~~:~~

January 1	New Year's Day
January	Martin Luther King Day (as of 1/1/2014)
February	Presidents Day (ends as of 12/31/2013)
May	Memorial Day
July 4	Independence Day
September	Labor Day
October	Columbus Day
November	Veteran's Day
November	Thanksgiving
November	Day after Thanksgiving
December 24	Christmas Eve (as of 1/1/2014)
December 25	Christmas
Additional holidays:	Personal holiday (ends as of 12/31/2013)

B. All regular classified or limited-term employees shall be paid for holidays listed herein at the employee's straight time hourly rate. Holiday pay is based on eight (8) hours of pay for full-time employees and prorated hours for part-time regular employees. An employee whose work day is in excess of eight hours will be required to utilize compensatory time or annual leave for any absence in excess of eight hours on the day that the holiday is observed.

C. All FLSA covered employees who are required to work a holiday shall be compensated at the rate of two (2) times their hourly rate for all hours worked.

D. Whenever a legal public holiday falls on a Saturday, it will be observed on the preceding Friday and whenever a legal public holiday falls on a Sunday, it will be observed on the following Monday. Should an employee be on an authorized Leave with Pay when a holiday occurs, the holiday shall be paid and not charged against sick or vacation leave accumulation.

E. Employees whose scheduled day off falls on the observed holiday may be given an additional vacation day, comp-time or at the discretion of the Department Manager, employees may be given a compensatory day off to be used at some future day.

F. Employees required to work on the day a holiday is observed shall be compensated for such work in accordance with the provision on overtime.

G. Employees who are absent from work due to injury or illness on the day before or after an authorized holiday maybe required, at the discretion of their supervisor, to present a doctor's statement on the nature of injury or illness as it relates to the employee's ability to work on that day in order to receive pay for the holiday.

H. Part-time employees who would normally work on the holiday shall be entitled to holiday pay for the number of hours they would have worked had the holiday not occurred.

I. Personal Holiday: Personal Holiday is eliminated as of 12/31/2013. Until that date, ~~C~~classified regular, exempt, and limited term employees shall be entitled each calendar year to one (1) personal holiday that must be taken as eight (8) consecutive hours within the calendar year.

J. Classified Regular, exempt, and limited term employees shall be entitled each calendar year to one (1) personal holiday. The leave may be used for any purpose the employee chooses. Such leave must be requested and approved in advance. Every effort will be made to accommodate the employee's request, though approval will be subject to advance notification and the needs of the District.

K. The Personal Holiday must be taken as eight (8) consecutive hours.

L. The Personal Holiday must be taken within the calendar year or it will be forfeited.

M. The employee will not be compensated for the Personal Holiday upon separation, or in following calendar years if it was not used.

N. A classified regular, exempt, or limited term employee is eligible to request a personal holiday after six (6) months of continuous service upon initial employment with the District during that first calendar year.

O. Part-time employees are eligible for a personal holiday in proportion to the number of hours they would normally have worked.

4.8 Requesting Leaves of Absence.

A. All requests for leaves of absence, with or without pay, shall be made to the immediate supervisor for approval on forms prescribed by the Executive Director.

B. All requests for leave shall be submitted in advance of the beginning date of the leave, (except requests for unanticipated sick leave which shall be submitted for approval at the earliest possible time), and the duration and kind of leaves shall be recorded on the payroll.

C. Paid leaves of absence are subject to the employee's accrued leave balance and the scheduling requirements of the Department Manager.

D. All requests for leave without pay are subject to the rules set forth in Rule 4.13.

4.9 Annual Leave.

Annual leave is accrued in accordance with the schedule below. Periods of leave without pay shall not count for the purpose of accumulation of annual leave. Employees may accumulate annual leave, but only a limited amount may be carried forward from year to year based on the schedule below. All hours of annual leave that may not be carried forward by the end of last pay period in the calendar year will be credited to the employee's sick leave balance on the first pay period of following calendar year.

Annual Leave Accrual Schedule

Months	Length of Service	Annual Leave Hours/days	Hours Accrued (based on 80 hours worked per pay period)	Maximum Accumulation[2] (current employees)	Maximum Accumulation[3] (new employees)
0 – 48	0 thru 4 years	80 hours/10 days	3.077 hours	2 times annual accrual	240 hours
49 – 108	5 thru 9 years	120 hours/15 days	4.62 hours	2 times annual accrual	240 hours
109 ~~+~~ -299	9 ~~or more years~~thru 24 years	160 hours/20 days	6.15 hours	2 times annual accrual	240 hours
300 +	25 years or more	200 hours/25 days	7.69 hours	2 times annual accrual	240 hours

A. Annual leave shall be taken for the actual number of hours absent and in increments of not less than1/4 hour increments.

B. The Executive Director or in the case of the Executive Director the Chair of the NCRTD Board shall regulate annual leave in order that the absence of an employee will not be detrimental to the work of the NCRTD. In no circumstances shall an entire department be permitted to take annual leave at the same time. Supervisors shall be responsible for scheduling annual leave so as to avoid unreasonable interference with District operations. Each employee is responsible for monitoring his/her leave balances and ensuring that he/she schedules leave in a manner that

[2] Based on an employee's length of service, employees may accumulate and carry over into the first pay period of the calendar year accrued and unused vacation, not to exceed two (2) times the annual maximum accrual.
[3] All employees hired after the effective date of adoption of these revised personnel policies may accumulate and carry over into the following year accrued and unused vacation not to exceed 240 hours subject to the provisions in section 4.9.

will avoid unreasonable interference with District operations and the loss or conversion of leave. Annual leave must be requested and approved in advance.

~~The Executive Director has the authority to grant advance leave in special circumstances.~~

C. Upon termination of employment an employee will be paid for any annual leave which has been accrued but not taken. ~~In the event an employee terminates employment and has used more annual leave than has been accrued, that amount will be deducted from the employee's final check.~~

D. Part-time regular classified employees accrue a pro-rated amount of Annual Leave based on their base budgeted hours. Temporary employees do not accrue Annual Leave.

4.10 Family Medical Leave Act, (FMLA).

A. Eligible employees are entitled to Family Medical Leave (FML) in accordance with the FMLA.

B. Employees who have been employed by the District for a total of at least twelve (12) months and who have worked at least 1,250 hours during the twelve (12) months immediately preceding the start of FMLA leave are eligible employees. During the leave, employees must continue to pay the employee's share of health insurance premiums.

C. Eligible employees are entitled to a total of twelve (12) work weeks of unpaid FMLA leave during a rolling 12-month period measured backward from the date on which the employee last used any FML for:

1. Birth of a child of the employee and care for the newborn child.

2. Placement of a child with the employee by way of adoption or foster care.

3. Care for the spouse, child, parent or one who stood in place of a parent of the employee, if that person has a serious health condition.

4. A serious health condition that renders the employee unable to perform any of the essential functions of the employee's position; or

5. Any qualifying exigency when the employee's spouse, child or parent is on active duty or is notified of an impending call or order to active duty in the Armed Forces (including the Reserves and National Guard) in support of a "contingency operation."

D. Military Caregiver Leave Entitlement. Eligible employees are entitled to a total of 26 work weeks in a single 12-month period per-covered service member, per-injury, measured forward from the date the employee's leave begins, to care for a spouse, child, parent, or next of kin who is a service member undergoing medical treatment, recuperation or therapy, is on out-patient status, or is on the temporary disabled retired list for a serious injury or illness. FMLA defines family member as son, daughter, spouse or parent.

E. Employees are required to use all applicable paid leave accrued in conjunction with FMLA.

F. Employees shall not accrue annual and sick leave, nor be paid for "observed or personal holidays" while on unpaid FMLA leave.

G. All medical records and correspondence relating to the employee and/or their families medical conditions shall be considered confidential.

H. A District policy will be developed for the administration of the FMLA and procedures for its use.

4.11 Sick Leave.

Sick leave is provided as a benefit to prevent or minimize an employee's loss of income during time lost due to personal and family illness or injury. Supervisors are responsible for controlling excessive absenteeism and abuse of sick leave by employees under their supervision. Employees are expected to utilize sick leave responsibly and should minimize their sick leave usage where possible. Sick leave may be used for any period of approved absence with pay from regularly scheduled work resulting from an:

A. employee having an illness or injury which renders him/her unable to perform his/her duties;

B. an employee having a medical examination, consultation, or treatment by a licensed practitioner; or

C. an employee's immediate family member defined as the employee's spouse, child or parent as defined by the Family and Medical Leave Act (FMLA), requiring his/her presence because of injury, illness or medical treatment.

4.12 Accrual Rates for Sick Leave.

A. Sick leave shall be accrued at the rate of 3.077 hours per pay period (80 hours per year) to a maximum of seven-hundred twenty (720) hours.

B. Sick leave may only be taken in the event of illness of the employee, or the employee's immediate family (spouse, children, and parent as defined by FMLA). The District may require the employee to furnish a written medical statement issued by a licensed physician or practitioner, or other evidence of illness that confirms the illness of the employee or their immediate family member, provides an estimate of when the employee will be able to return to work, sates whether the employees incapacity will require intermittent treatments, states the estimated frequency and duration of such treatments, and provides the estimated period for recovery, if known. Abuse of sick leave shall be cause for disciplinary action. If the employee's leave qualifies as protected leave under the FMLA, the District may require a medical certification as provided by federal law.

C. ~~**misuse of sick leave –**~~ Misuse of sick leave by an employee affects the efficiency and productivity of other employees in the workgroup, especially those who seek assistance, advice, or guidance from an absent employee.

"Misuse" is considered the use of sick leave for that which it was not intended or provided and may constitute a violation of this policy. Examples of "misuse" may include, but are not limited to, the following:

1. Patterned sick leave usage before and/or after holidays.

2. Patterned period of sick leave usage before and/or after weekends or regular days off;

3. Patterned period of sick leave usage after pay days;

4. Absence following overtime worked;

5. Continued pattern of maintaining zero or near zero leave balances; and/or

6. Excessive absenteeism – the use of more sick leave than is granted.

Leave required by federal or state law such as Family and Medical Leave and Workers' Compensation shall not be considered when determining whether or not there is misuse of sick leave.

If a supervisor believes that an employee is misusing sick leave, the supervisor has the discretion to require a suitable explanation or documentation to determine whether the sick leave was used according to this policy.

D. Upon termination of employment with the NCRTD, an employee shall not be paid for sick leave that has been accrued but not used. Sick leave shall be taken for the actual number of hours absent from the office, and in increments of not less than one hour. All sick leave shall be accounted for by reporting its use on the approved forms upon returning to work. The Executive Director or their designee shall be authorized to approve all sick leave. The Chair of the NCRTD Board shall be authorized to approve all sick leave for the Executive Director.

E. Sick leave must be reported to the Executive Director, or the employee's immediate supervisor, at a minimum, two hours in advance of the employee's start of their work day. Failure to report their absence at a minimum of two hours prior to the start of their work day may result in the employee's leave being unapproved by the Executive Director or their supervisor.

F. If an employee has exhausted earned sick leave, and requests additional time off the Executive Director may either elect to ~~shall~~ reduce balances on any other leave such as vacation or compensatory leave or proceed with appropriate action under these rules in the event the employee fails to report for work as required.. ~~Unpaid leave will only be granted in accordance with these Rules and Regulations and will not be automatically applied to cases of employees who have exhausted their sick leave.~~

G. Supervisors should refer to the Family and Medical Leave policy regarding an employee's absence from an injury, illness or temporary disability. If an employee's absence is anticipated to be more than three (3) days, or once the employee exceeds three (3) days of absence, due to either their own illness/injury or to their family member's illness/injury, the absence should be reported to Human Resources.

H. Employees not planning to return to work following an extended sick leave must notify their supervisor or the Human Resources Office prior to the expiration of the leave (as defined by the physician's statement). An employee who does not return to work within the time frame specified by a physician may be subject to disciplinary action.

I. Sick Leave Incentive Transfer Program. In order to award employees who have judicious utilized sick leave the following program has been developed.

J. Employees who have accumulated sick leave in excess of 80 hours would be eligible to annually transfer to their vacation leave balance up to 80 hours of sick leave per year at the value listed in section "NO" below.

K. Employees who utilize the annual sick leave transfer program must maintain a sick leave balance of 80 hours after transferring any hours up to the maximum allowed above this amount.

L. Those employees who participate in this program and transfer a minimum of 40 hours of sick leave annually will have their maximum accrual accumulation rate changed to three times the annual accrual rateaccumulation rate.

M. Annually 30 days prior to the first pay period in December, employees who meet the criteria described above may elect to participate in the sick leave transfer program by completing the applicable forms.

N. The percentage value at which the leave maybe transferred to vacation leave is based upon the following:

Number of Sick Leave Hours Used Annually	**Percentage Transfer Rate**
24 hours or less	100%
25 – 32 hours	75%
33 – 40 hours	50%

4.13 Leave Without Pay.

A. Employees may request Leave without Pay (LWOP) for the following reasons, including but not limited to: illness, educational opportunities, and unanticipated personal situations, or other reasons which demonstrate a pressing need for such leave. LWOP may be in the Districts sole discretion be made is available after an employee has exhausted all appropriate accrued leave.,; hHowever, an exception to exhausting accrued leave before beginning LWOP may be considered except as provided for under nothing herein shall be interpreted or implemented contrary to state or federal law including but not limited to the District's policies implementing FMLA. policies. A Supervisor may approve leave without pay for up to ten (10) working days upon the written request of an employee.Employees requesting leave without payLWOP must submit the request in writing to the Executive Director for approval. The District reserves the right to approve or disapprove requests for leave without payLWOP. LWOP may be granted only when it is in the best interest of the District, and only following consideration of the employee's performance and disciplinary history, and the potential granting of LWOP will not disruption to District operations. Any leave without pay in excess of ten (10) working days must be approved by the Executive Director.

B. Leave without pay, when requested, may be granted only if Executive Director can assure a position of like status and pay, at the same location, upon the return of the person from leave without pay.

C. If the Executive Director cannot assure a position in the same location, and the employee agrees in writing to waive that requirement, leave without pay may be granted.

D. Leave without pay requested by an employee may not exceed thirty (30) consecutive calendar days in the case of a probationary employee or six (6) consecutive months in the case of a

classified employee. Either period may be extended only upon prior written approval of the Executive Director.

E. Employees shall not accrue sick or annual leave while on leave without pay. Employees are not eligible for paid holidays while on leave without pay.

F. Employees who desire to continue Insurance Coverage w~~W~~hile on leave ~~of absence~~ without pay ~~for 30 calendar days or more~~, (excluding approved Family and Medical Leave) must make advance arrangements to pay~~,~~ the monthly group insurance premiums for ~~a~~ the covered employee and any covered dependents. ~~must be paid by the employee.~~ Failure to pay insurance premiums may result in cancellation of coverage. Payment will be due on the first day of the month ~~and a~~ but shall have a 30-calendar day grace period before the payment is deemed overdue and the District cancels coverage.~~is permissible~~.

G. Leave without pay will be reported on a Human Resources Personnel Action Form.

H. Failure to report to work upon the expiration of approved leave without pay may be grounds for disciplinary action up to and including termination in accordance with the provision of Rule 4.30~~1~~.

I. Return from leave without pay will be reported on a Personnel Action Form.

J. Nothing herein shall be deemed to require the Executive Director to grant leave without pay when requested or to limit the Executive Director's authority to place employees on leave without pay where such action is permitted under these Rules and Regulations or the law.

4.14 Absence without Leave or Authorization.

A. Employees who fail to appear at work without authorized leave may be considered to be absent without leave. Unauthorized absence may be grounds for disciplinary action up to and including termination.

B. An employee who is absent from work without authorized leave for three days may be deemed by the Executive Director to have voluntarily terminated their employment.

4.15 Administrative Leave.

The Executive Director may authorize leave with pay if there are exceptional circumstances and the Executive Director determines that granting paid administrative leave is in the best interests of the District. Paid administrative leave shall not exceed five (5) consecutive days. The Executive Director may grant additional administrative leave when deemed necessary and in the best interest of the District but shall promptly report any such extended administrative leave to the Board Chair and the Board along with an explanation of the bases for the leave. Nothing herein shall be deemed to require the Executive Director to grant administrative leave when requested or to limit the Executive Director's authority to place employees on administrative leave where such action is permitted under these Rules and Regulations or the law.

4.16 Voting Leave.

In accordance with the provision of NMSA 1978, Section 1-12-42employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polls.

A. District management may specify the hours during this period in which the employee may be absent.

B. These provisions do not apply to any employee whose work day begins more than two (2) hours after the opening of the polls, or ends more than three (3) hours prior to the closing of the polls.

C. An employee who abuses voting leave by using it for purposes other than traveling to and from the polling place and voting may be charged with Leave Without Pay and subject to disciplinary action.

4.17 Court or Jury Leave.

A. When, in matters involving District litigation and in obedience to a subpoena, an employee appears as a witness before a federal or state grand jury or court, or before a federal or state agency, the employee shall be entitled to leave with pay for the required period. Fees received as a witness, excluding reimbursement for travel and meals, shall be remitted to the District.

B. A person shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be remitted to the District.

C. An employee who is released from jury duty shall report to work upon release or contact their supervisor if it would not be feasible to return to work. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.

D. At the employee's option, the hours of jury or court services may be taken as annual leave, provided that the employee has enough annual leave available. The employee under this circumstance may keep any compensation received from the jury or court services.

4.18 Military Leave.

The District shall provide such military leave as may be required by pertinent laws of the State of New Mexico and the United States of America for any District employee in the military service who is duly qualified for said leave.

4.19 Bereavement Leave.

A. In the event of death of the employee's immediate family, the District may grant up to three (3) days of bereavement leave for the employee to attend to the funeral arrangement and services. An additional leave of two (2) workdays shall be allowed for necessary funeral travel time when approved by the Executive Director. Workdays are defined as the employee's regular daily work schedule. Use of sick leave may be authorized in addition to bereavement leave when deemed appropriate by the Executive Director.

B. ~~Immediate family includes parent, current spouse or domestic partner, sibling, child, grandparent, grandchild, current son-in-law or daughter-in-law, or parent-in-law.~~

A member of the employee's immediate family includes: spouse or domestic partner, child, father, mother, brother, sister, grandparent, grandchild, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, current son-in-law, and current daughter-in-law.

C. Department Management, in its discretion, may require some proof that a death in the family has occurred.

4.20 Inclement Weather Leave.

A. Full-Day Closing - Paid weather-related time due to closing will be limited to an amount equal to the hours that the employee was scheduled to work or would normally have worked on the day in question. If an employee has reported to work prior to the decision to close being made, weather-related time will only bring an employee up to the amount of their scheduled or normal working hours for that day.

B. Partial-Day Closing (delayed opening/early closing) - In the event that normal reporting time is delayed, employees working that day will receive paid time for the period between their scheduled or normal reporting time and the rescheduled reporting time. In the event of an early closing time, those employees working that day will receive paid time between the rescheduled closing time and their scheduled or normal closing time. However, employees who are on leave, have called in sick, have made a decision to take annual leave, or in the case of non-leave earning employees, have called prior to a decision to alter operating hours to advise that they will not be reporting to work, are not be eligible for any additional time or for a refund of leave balances. Weather-related time will not extend employees' time beyond eight hours on the rescheduled day, nor is it considered holiday time available to those who were not scheduled to work on the day in question.

C. Overtime Compensation - Employees who are required to work additional time past their scheduled shift will be compensated per the Districts overtime policy. Employees who are designated as essential and required to respond during a severe inclement weather event will be compensated per the Districts overtime policy.

4.21 Layoff - Reduction in Force (RIF).

A. The tenure for all classified employees in the District shall be continuous provided that they are not separated from employment pursuant to these Rules and Regulations. However, this provision shall not be interpreted to prevent the layoff of employees by the District because of lack of funds or curtailment of work, when made in accordance with these Rules.

B. The Executive Director may propose to lay-off employees only for shortage of work or funds, or other legitimate governmental reasons that do not reflect discredit on the services of the employees. All other separations from employment shall follow the pertinent Rules and Regulations.

C. Nothing in this rule shall limit the ability, prerogative or necessity of the Board to direct the Executive Director to conduct a reduction-in-force for any and all positions and any and all departments.

D. The Executive Director shall in coordination with the Department Management identify organizational units for the purposes of a lay-off and submit a written plan to the Board for approval. Such organizational units may be recognized on the basis of function, funding source or other factors.

E. The Executive Director must define the classifications that will be affected within the organizational unit.

F. All employees who may be laid off shall be provided with notice of any Board meeting at which a RIF plan is proposed for adoption and shall be given the opportunity to be heard at the Board meeting. In addition, any employee objecting to the RIF plan or to a layoff that would separate them from employment shall be given notice of their right to a pre-RIF hearing and may request to meet with the Executive Director prior to implementation of the RIF and shall be allowed to present any arguments or information they have at the pre-RIF hearing. Employees shall be given at least fourteen (14) calendar day's written notice of layoff.

G. The order of layoff in the affected classifications shall be according to the plan.

H. Upon approval by the District Board of a layoff plan, the Executive Director shall initiate a right of first refusal within the District. All employees affected by the lay-off shall be provided the following opportunities for re-employment by the District following a layoff:

1. Employees to be affected by the reduction in force (RIF) shall be provided the right of first refusal to any position to be filled within the District for which the employee meets the minimum qualifications, at the same or lower pay range of the position the employee currently holds, unless there is an actual layoff candidate from an earlier layoff exercising reemployment rights for the position;

2. Affected employees shall compete only with other employees affected by the reduction in force for positions subject to the right of first refusal;

3. The District's list of eligible candidates for open positions subject to the right of first refusal shall be comprised of those affected employees meeting the minimum qualifications of the position;

4. The selection shall be based on the RIF plan.

5. Employees shall have ten (10) days from the date of an offer to accept the position unless otherwise agreed. Employees who do not accept an offer shall not lose the right of first refusal to other positions; and

6. A laid-off employee may refuse one right of first refusal offer. A second refusal of a right of first refusal offer will serve as a voluntary resignation and the District will have no further employment obligations to the laid off employee.

7. After six (6) consecutive months of layoff status, the District shall have no further right of first refusal or employment obligation to the laid-off employee.

4.22 Return from Reduction in Force.

A. Former employees who were in classified regular status at the time of separation by a reduction in force and who are granted a right of first refusal under the previous Rule 4.~~22~~ 21 shall return to work as follows:

1. Former employees shall be returned to work according to the RIF plan;

2. Offers of employment shall be made in writing and shall be delivered by a method that provides proof of service or attempted service;

3. A former employee who is offered and accepts employment after lay off shall occupy the position within fourteen (14) days of accepting the offer of employment or forfeit the right of first refusal; and

4. Any former employee who refuses an offer of employment or fails to respond to an offer of employment within fourteen (14) days shall be removed from the list of eligibles for the position offered.

B. Former employees returned to work according to the provisions of this Section shall have that period of time they were laid off counted as time in the service, shall hold the status of the position and do not have to serve a new probationary period if re-employed into permanent status.

4.23 Furlough-Reduced work schedule.

A. In the event of the need for a furlough, Department Management and the Executive Director shall submit a plan identifying organizational units to be affected by the furlough to the Board for approval to begin the furlough.

B. The furlough plan shall reduce the hours of employment for all employees within the organizational unit impacted proportionate to their regular work hours.

C. No furlough shall exceed twelve (12) months.

D. Employees shall be given at least fourteen (14) days written notice of furlough.

E. Employees shall be returned from furlough when the reasons for the furlough cease to exist. Any restoration of work hours for furloughed employees shall be allocated across all employees within the organizational unit impacted proportionate to their regular work hours.

4.24 Employee Medical Separation.

A. Employees who have suffered work related injury and they cannot perform the essential functions of their position may be placed in light duty as deemed necessary by Department Management.

B. Employees who have suffered a job-related injury which is compensable under the Workers' Compensation Act and are physically or mentally unable to perform the essential functions of their pre-injury position, with or without reasonable accommodation, (to the extent required by the Americans with Disabilities Act) and a light duty position is not available, shall be involuntarily or voluntarily separated from employment without prejudice provided:

1. The employee has exhausted all paid leave and FMLA leave, and

2. The District has made reasonable efforts to find other suitable vacant positions within the District for which the employee meets the established requirements and can perform the essential functions of the job, either with or without a reasonable accommodation (to the extent required by the Americans with Disabilities Act).

C. A former employee who has separated from employment due to job-related injury and who has received or is due to receive benefits under the Workers' Compensation Act shall have reemployment rights in accordance with the provisions of Section NMSA 1978, 52-3-49.1. The Executive Director shall be notified immediately of any injured employee who applies for a position and subsequently declines a job offer.

D. Employees who have suffered a non-job-related injury or illness and are permanently unable to perform the essential functions of their pre-injury/pre-illness position with or without reasonable accommodation, (to the extent required by the Americans with Disabilities Act), as a result of the physical or mental disability created by the non-job-related injury or illness shall be involuntarily or voluntarily separated from employment without prejudice provided:

1. The District has made reasonable efforts to find other suitable vacant positions within the District for which the employee meets the established requirements and can perform the essential functions of the job, either with or without a reasonable accommodation (to the extent required by the Americans with Disabilities Act); and

2. The employee has exhausted all paid leave and FMLA leave.

E. Notice of Contemplated Medical Separation. To initiate the involuntary medical separation of a classified employee, the Supervisor shall serve a notice of contemplated separation to the employee which:

1. describes the circumstances that form the basis for the contemplated separation;

2. gives a general explanation of the evidence the District has;

3. advises the employee of his or her right to inspect and obtain copies of any documentary evidence relied upon;

4. specifies what the contemplated action is; and

5. states that the employee has fifteen (15) days from the service of the notice to respond in writing to the notice or to request an opportunity for an oral response.

F. Response to Notice of Contemplated Medical Separation:

1. If there is a request for an oral response to the notice of contemplated separation, the Supervisor, or designee, shall meet with the employee within ten (10) days of a request for an oral response, unless the employee and Supervisor, or designee, agree to an extension of time.

2. The purpose of the oral response is an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions, essentially a

determination of whether there are reasonable grounds to support the proposed involuntary separation.

G. Notice of Final Medical Separation:

1. If the employee does not respond to the notice of contemplated separation, the Executive Director shall issue a notice of final separation within ten (10) days following the response period.

2. If the employee has filed a written response or has been provided an opportunity for oral response, the Supervisor shall provide recommendations to the Executive Director no later than ten (10) days from the date of the receipt of the response. The Executive Director shall render a written decision on the notice of final separation no later than ten (10) days from the date of the receipt of the Department Director's recommendation.

3. The written decision and the notice of final separation shall:

    a. Specify the action to be taken;

    b. Describe the circumstances which form the basis for the involuntary medical separation;

    c. Give a general explanation of the evidence;

    d. Specify when the final separation will be effective; and

    e. Inform the employee that the final separation may be appealed to an independent hearing officer by submitting a written appeal to the Executive Director within fifteen (15) days of the effective date of the separation. The appeal must specify the basis for the appeal.

H. Appeal of Final Medical Separation:

1. Upon receipt of a written appeal the Executive Director shall, within fifteen (15) days from the date of receipt of the written appeal, appoint an independent hearing officer to hear the appeal.

2. The selection, qualifications and procedure for disqualifying the hearing officer shall be the same as provided for in Rule 4.32.

3. The hearing shall be conducted in the same manner as provided for in Rule 4.33.

4.25 Employee Performance and Development Plan.

A. The performance of each employee will be appraised by the immediate supervisor at the completion of the probationary period and annually thereafter with an optional interim appraisal done at the sixth month.

B. This appraisal will be documented on a form approved by the Executive Director and will become a part of the employee's personnel file.

C. Supervisors may prepare performance development plans whenever it is deemed appropriate, such as when a supervisor wishes to make an employee's performance a matter of record and upon change of supervisors.

D. The Director will provide a training program in the proper method of appraisal for supervisory employees.

4.26 Acknowledgment of Receipt of Plan.

Employees will acknowledge in writing, receipt of performance and development plans. In instances where an employee declines to sign such acknowledgment, the Department Management will verify in writing that the employee received the performance and development plan.

4.27 Rebuttal of Performance Appraisal.

Employees may submit rebuttal statements to performance and development plans which will be attached to the performance and development plan. Management may consider the rebuttal and may elect to change the performance and development plan based upon the rebuttal. But, nothing in the rebuttal shall serve to abridge management's right to prepare, submit, evaluate, update and potentially take disciplinary action based on the performance and development plan nor shall management be compelled to change its performance and development plan by the submission of a rebuttal.

4.28 Drug and Alcohol Policy

The District Drug and Alcohol policy is separately adopted and may be revised from time to time but shall be deemed a part of these Rules and Regulations and is hereby integrated by reference.

4.29 Oral/Written Reprimand

A. Supervisors may reprimand an employee for just cause. Oral Reprimands may be documented on a form prescribed by the Executive Director. Written reprimands may be issued for just cause by the Executive Director with or without a recommendation of the direct supervisor. Oral and written reprimands may not be administratively appealed.

B. If after six (6) months from the effective date of an oral reprimand the employee has shown improvement and no other infraction has occurred, he/she may request that documentation of the Oral reprimand be removed from his/her personnel file. Such requests should be made to the Executive Director and approved by the respective supervisor.

C. Written reprimands will not be removed from an employee's personnel file unless required by a court of competent jurisdiction.

4.30 Dismissal, Demotion, Suspension Procedures

A. Dismissal. A dismissal is separation of an employee from his/her employment with or without cause.

B. Demotion. A demotion is an action changing an employee's position to another position with a lower salary range and a reduction in pay. Demotions only may be made to a position in a classification for which the employee is qualified.

C. Suspension. A suspension is the temporary removal of an employee from his/her work assignment without pay. Employees covered by the Fair Labor Standards Act (FLSA) shall only be suspended without pay as permitted by the FLSA. *See e.g.* 29 C.F.R. 602 (full-work week suspensions for any disciplinary reason); 29 C.F.R. §541.602(b)(4)(less than full-work week suspensions for infractions of major safety rules); 29 C.F.R. §541.602(b)(5)(less than full-work week suspensions for violations of workplace conduct rules such as sexual harassment, workplace violence, drug or alcohol violations etc., but not for performance or attendance issues).

D. Employees in limited-term temporary, emergency or probationary status may be dismissed, suspended, or demoted without cause and for any reason the Executive Director deems appropriate. Employees must be advised in writing of the reasons for the dismissal, demotion, or suspension.

E. Classified regular employees who have successfully completed their probationary or extended probationary period may be dismissed, demoted, or suspended only for just cause. Just cause includes, but is not limited to:

1. Violation of or failure to comply with the Federal or State Constitution, Statutes, or District Policies, District Rules and Regulations and District Resolutions;

2. Indictment by a grand jury;

3. Conviction of or entrance of a plea of guilty or nolo contendere to a felony or other crime which has or may have a material adverse effect on the employee's ability to carry out their duties or upon the reputation of the District;

4. Careless, negligent, or improper use of District property, equipment, or funds;

5. Insubordination, which shall consist of violation of any official regulation or order or failure to obey, comply or accept any proper directions made and given by a supervisor in the course of employment, or any verbal ridicule of a supervisor by an employee during the course of employment;

6. Inefficiency, incompetence or negligence in the performance of assigned job duties or failure to perform job requirements or job performance which continues to be unsatisfactory;

7. Disorderly conduct or threats or abuse of others;

8. Chronic tardiness or absenteeism, or the improper or unauthorized use of leave privileges or benefits;

9. Stealing from the District or from other employees;

10. Taking unauthorized leave or job abandonment.

11. Fai lure to obtain and maintain a current license or certificate required as a condition of employment;

12. Intentional falsification or mishandling of District records;

13. Fraud in securing employment with the District or attempting to secure a promotion or a position by political influence;

14. Unauthorized or illegal use, sale, or possession of alcohol or illegal drugs, or being under the influence of such substances while on duty;
15. Gambling for money or articles of value during the working period;

16. Unauthorized discussion or release of confidential information documents or records;

17. Harassment and/or discriminatory behavior towards any person because of race, color, religion, gender, sexual orientation, gender identity, age, national origin, and disability; or

18. Action which reflects poorly upon the integrity of the District.

F. Time Limits:

In the event the last day of a time limit falls on a weekend or legal holiday, the time limits shall be extended to include the next working day. Receipt of written notice shall mean the day that the notice is received if hand-delivered or the day the notice is postmarked by certified mail, return receipt requested to the address of record for the employee or the date an e-mail is sent unless there is reason to believe the e-mail recipient did not actually receive the e-mail.

G. The dismissal, demotion or suspension of a classified regular employee shall be accomplished according to the following procedures:

1. Notice of Contemplated Action:

2. To initiate the suspension, demotion, or dismissal, the Supervisor shall serve a notice of contemplated action on the employee which: describes the conduct, action, or omissions which form the basis for the contemplated action; gives a general explanation of the evidence the Supervisor has; specifies what the contemplated action is; and states the date, time and place of the predetermination meeting, and that the employee may waive the right to the meeting by notifying the Supervisor in writing prior to the start of the meeting.

3. At the predetermination meeting the employee shall briefly have the grounds and the proposed action explained to him/her and shall have the right to respond. The purpose of the response is an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions, essentially a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action. The employee shall have the right to representation and the meeting may be recorded by either party.

4. Within seven (7) days from the date of the predetermination meeting, the Supervisor or designee shall notify the employee in writing if no disciplinary action will be taken.

5. Supervisor's Disciplinary Decision: If a decision is made to proceed with the disciplinary action, the Supervisor or designee shall serve the employee with a Disciplinary/Corrective Action Form and supporting documentation within seven (7) days from the date of the predetermination meeting. If it cannot be delivered personally, it will be sent by certified mail, with return receipt requested, to the employee's last address on record.

    a. The Notice of Proposed Disciplinary Action shall state what disciplinary action is being recommended and when the proposed action will take effect, absent an appeal to the Executive Director.

    b. No disciplinary action shall be final until the Executive Director has approved and signed the Disciplinary/Corrective Action Form.

6. Appeal of the Supervisor's Decision: If the employee wishes to appeal the dismissal, demotion, or suspension, the employee shall submit a written notice of appeal to the Executive Director within seven (7) days from receipt of the Disciplinary/Corrective Action Form. The written notice of appeal shall state the specific reason(s) the employee disagrees with the discipline and any other basis for the appeal.

7. The Executive Director shall review the written notice of appeal and respond in writing by preparing a Written Notice of Final Decision within seven (7) days from the date of service of the written appeal. The Executive Director's decision may affirm, modify, or reject the disciplinary action. The Executive Director may, within this time period, request a meeting with the employee to discuss the appeal and its settlement. Even in the absence of an appeal by the employee, the Executive Director, by his own authority, may affirm, modify, or reject the disciplinary action.

8. The Written Notice of Final Decision must:

    a. Document the date, time and place of the predetermination meeting;

    b. Identify the specific misconduct;

    c. Specify the disciplinary action, if any, to be taken;

    d. Specify the effective date of the dismissal, demotion, or suspension which must be at least seven (7) days after the date of the Written Notice of Final Decision (during this seven day period the Executive Director may place the employee on paid administrative leave if deemed in the best interest of the District);

    e. Inform the employee that the disciplinary action may be appealed to an independent hearing officer by submitting a written appeal to the Executive Director within fifteen (15) days of the effective date of the dismissal, demotion, or suspension; and

    f. Be delivered personally to the employee by the employer or by certified mail, with return receipt requested, to the employee's last address on record.

9. The Executive Director may, when deemed in the best interest of the District, extend the time limit for providing the employee with the Notice of Final Decision

10. Employees who have been dismissed from employment for disciplinary reasons shall not be eligible for rehire.

4.31 Appeal of the Executive Director's Disciplinary Action Decision and Appointment of Hearing Officer.

A. Only suspension, demotions and termination may be appealed under this section. In order to file a valid appeal under this section, an employee shall submit a written notice of appeal to the Executive Director ~~within)~~within) ten (10) days of receipt of the Executive Director's disciplinary action decision. The Executive Director shall, within twenty (20) days from the date of service of the written appeal, appoint an outside hearing officer to hear the appeal. Appeals not filed within ten(10) days shall be dismissed for lack of jurisdiction.

1. The hearing officer shall be a licensed New Mexico attorney or a person experienced in personnel administration. The NCRTD shall obtain prior approval from and maintain a schedule with the names of one or more persons qualified under these rules who will be willing and able to fulfill the requirements of hearing officer.

2. The hearing officer shall not participate in any adjudicatory proceeding if, for any reason, the hearing officer cannot afford a fair and impartial hearing to either party.

3. The employee or District may ask to disqualify the designated hearing officer for cause by filing an affidavit of disqualification within ten (10) days of the hearing officer's designation or immediately upon subsequently learning of the grounds for disqualification. The affidavit must state the particular grounds for disqualification. The designated hearing officer shall rule on motions for disqualification.

4. No person shall discuss the merits of the appeal with the designated hearing officer unless both parties are present or their representatives are present. Hearings on appeals shall comply with the requirements of fundamental due process and shall at a minimum provide, notice, an opportunity for the parties to be heard, the opportunity for parties to submit witnesses and evidence under oath, and the right to cross-examination.

4.32 Hearings.

A. The hearing officer will determine the date and time of the hearing.

B. A party may appear at the hearing through a representative, provided such representative has made a written entry of appearance prior to the hearing date.

C. The hearing officer may clear the room of witnesses not under examination, if either party so requests. The District is entitled to have the Executive Director or his/her designee, in addition to its representative, in the hearing room during the course of the hearing, even if the person may testify in the hearing.

D. The District shall present its evidence first.

E. Oral evidence shall be taken only under oath or affirmation.

F. Each party shall have the right to:

1. Make opening and closing statements;

2. Call and examine witnesses and introduce exhibits; and
3. Offer rebuttal evidence.

4. Cross-examine the opposing party's witnesses.

G. The hearing shall be conducted in an orderly and informal manner without strict adherence to the rules of evidence that govern proceedings in the courts of the state of New Mexico. In order to support the hearing officer's decision, there must be a residuum of legally competent evidence admissible to support a verdict in a court of law.

H. The hearing officer shall admit all evidence, including affidavits, if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs. The hearing officer shall exclude immaterial, irrelevant, or unduly cumulative testimony.

I. The hearing officer may take administrative notice of those matters in which courts of this state may take judicial notice.

J. The rules of privilege shall be effective to the extent that they are required to be recognized in civil action in the District Courts of the State of New Mexico.

K. The hearing shall be recorded by a sound-recording device under the supervision of the hearing officer.

L. The District carries the burden of proof by a preponderance of the evidence.

M. At least fifteen (15) days prior to the hearing, the parties must submit to the hearing officer:

1. a position statement

2. a witness list

3. an exhibit list.

At least five (5) days prior to the hearing a party must file any objections to the other party's witnesses or exhibits with the hearing officer. Witnesses who are not disclosed by this deadline or the deadline contained in a pre-hearing order, if any, shall not be permitted to testify except for good cause shown and to prevent manifest injustice.

N. Subpoenas:

1. The hearing officer has the power to subpoena witnesses.

2. Subpoenas shall be prepared in triplicate by the party requesting the subpoena and will be issued by the hearing officer. A copy of each subpoena shall be sent to the opposing

party by the requesting party, together with a transmittal letter listing all persons subpoenaed.

3. Subpoenas shall be hand delivered unless otherwise agreed to.

4. In order to compel attendance at a hearing, the subpoena shall be received by the witness at least seventy-two (72) hours prior to the time the witness is to appear. The hearing officer may waive this rule for good cause shown.

5. Employees under subpoena shall be granted administrative leave for the time spent at the hearing and the time spent traveling to and from the hearing.

O. Hearing Officer's Decision.

1. The hearing officer's decision shall be issued within twenty (20) days of the hearing, unless an extension is otherwise agreed to by the parties. The hearing officer's decision shall include findings of fact and conclusions of law. The hearing officer shall provide a copy of the decision to the parties by certified mail with return receipt requested.

2. The hearing officer may uphold, modify, or reverse the decision of the Executive Director.

3. In the event that the hearing officer order includes an award of back pay, the employee shall provide the District with a sworn statement and documentation of any gross earnings and unemployment compensation since the effective date of the disciplinary action. The District shall be entitled to offset earnings and unemployment compensation received during the period covered by the back pay award against the back pay due. The hearing officer shall retain jurisdiction of the case for the purpose of resolving any disputes regarding back pay.

4. The decision of the hearing officer shall be the final step in the administrative process provided for by these Rules.

4.33 Administrative Dispute Resolution Procedures—Purpose.

The purpose of this procedure is to secure, in an atmosphere of courtesy and cooperation, an equitable solution to personnel matters, employment practices, or job-related conflicts that may arise. This procedure may not be used for appealing disciplinary actions. Disciplinary actions must be appealed according to the provisions in preceding Section of this Rule.

4.34 Jurisdiction.

A. All classified regular employees and limited term, non-probationary employees within the District are afforded the right to utilize the Administrative Dispute Resolution Procedures.

B. When two or more disputes are filed which require investigations of a common question of law or fact arising out of the same circumstances, the Executive Director may consolidate them into one dispute.

C. Disputes must be current, concerning matters having taken place within ten (10) days of the violation.

D. Case files and record keeping of hearings are the Executive Director's or designee's responsibility.

4.35 Dispute Defined.

A dispute may be considered as an expressed dissatisfaction, whereby an employee believes that he/she has been unfairly treated in violation of the District's Personnel Rules and Regulations regarding personnel matters. These Rules and Regulations are expressly limited to personnel disputes and do not cover non-personnel matters or matters that are covered by a separate legal regime such as worker's compensation.

4.36 Rights.

At any stage during the presentation of the complaint, including the counseling stage, the complainant shall be free from restraint, interference, coercion, discrimination, or reprisal and shall have the right to be accompanied, represented, and advised by a representative of his/her own choosing.

4.37 Relevant Facts.

A. The complaint must contain, at a minimum, the following defined facts:

B. The date on which the alleged violation of the District Personnel Rules and Regulations took place.

C. The specific violation of the District Personnel Rules and Regulations about which the complaint is made.

D. Facts and other pertinent information to support the allegations.

E. The remedial action sought by the grievant.

F. The lack of complete information at the time of filing shall not constitute grounds for refusal to accept a complaint.

4.38 Procedure.

The time limits set forth in this procedure may be subject to extension under exceptional circumstances as determined by the Executive Director. In processing the complaint, the following procedure shall apply:

A. Step 1: Immediate Supervisor Level

Employee submits, in writing, his or her complaint in regard to a violation of the Rules and Regulations within ten (10) days of the violation, to his or her supervisor. The supervisor shall respond within ten (10) days of receipt of the written complaint by speaking with the employee. If the complaint is not resolved at this meeting, the immediate supervisor shall provide to the employee a written response. If a satisfactory solution is not reached within ten (10) days after speaking to the immediate supervisor, the grievance may be submitted to Step 2 by filing the complaint with the next higher supervisor within five (5) days after receipt of the written

response by the immediate supervisor. If the immediate supervisor is the highest level of supervisor for the employee, the grievance shall be moved directly to Step 3.

B. Step 2: Second Level

If the complaint is not satisfactorily resolved at Step 1, the complaint may be submitted to any intermediate supervisor who is above the direct supervisor but below the Executive Director. . The intermediate supervisor shall respond in writing within ten (10) days of receipt of the written complaint and may, within this time period, request a meeting with the employee to discuss the complaint and its settlement. If the complaint is not satisfactorily resolved at this level, the complaint may be submitted to Step 3 by filing with the Executive Director within five (5) days after receipt of the written response by the intermediate supervisor.

C. Step 3: Executive Director

If the complaint is not satisfactorily resolved at Step 2, the complaint may be submitted to the Executive Director. The Executive Director shall respond in writing within ten (10) days of receipt of the complaint and may, within this time period, request a meeting with the employee to discuss the complaint and its resolution. The Executive Director's decision shall be final.

RULE 5 – WORK HOURS

5.1 Regular full-time District employees have a regular work week of forty (40) hours.

5.2 Normal work hours in the various work units shall be set by the supervisor, with the approval of the Executive Director. Consideration should be given to shift requirements, seasonal conditions, special service needs and other activities necessary to provide a continuity of public service. Occasionally, it may become necessary to deviate from the normal work hours due to changing requirements. It is the responsibility of supervisors to prescribe work hours in such cases.

5.3 Lunch Breaks shall be determined by supervisors with the approval of the Executive Director. Generally a one-hour lunch break shall be provided to all employees; however, work schedules and other job-related functions may necessitate variations in the scheduling of the lunch break.

5.4 Relief periods, other than the lunch break may be granted as time permits but should be limited to fifteen (15) minutes, once in the first half of the work shift and once in the second half. Employees should not combine two (2) relief periods into one, nor should they be allowed to combine a relief period with a lunch break. Relief periods shall not be eliminated to permit employees to start or leave early on a regular basis. In addition, relief periods are a privilege and care should be taken to assure that they are not abused. Employees are not permitted to leave the work site during a relief period break, ~~nor are~~ eEmployees may be permitted to have family members or acquaintances at the work site during a relief period break if authorized in advance by their supervisor.

Relief periods are considered hours worked; lunch breaks are considered hours not worked. Supervisors should not permit nonexempt employees to forego the lunch break or continue working while having lunch. Lunch breaks may not be eliminated or shortened so that employees can regularly start late or leave early.

RULE 6 – RECORDS AND REPORTS

6.1 District Official Personnel Records.

The official personnel records for each employee of the District shall be maintained in the Human Resources Office. Such records shall include a copy of the employee's application, the original copy of each performance appraisal reports, and any other pertinent information. Such records shall be made available for inspection by the employee and his/her supervisors, as well as Department Management considering the employee for promotion or transfer and by any person employed by the District authorized by the Executive Director to do so.

6.2 Employee Rights.

Employees shall be provided a copy of any material placed in their official personnel record and may present a written response to any material in the record to be attached to the original material.

6.3 Confidentiality of Records.

A. Only those records which are subject to inspection under the New Mexico Inspection of Public Records Act will be subject to inspection by members of the public. Personnel records not subject to inspection may be inspected with the written permission of the employee. Supervisors within the employee's chain of command may inspect the employee's record without the employee's permission.

B. For the purpose of preserving the confidentiality of personnel records, the following records may be inspected by the public only with the written permission of the employee. These records include records pertaining to:

1. physical or mental examinations and medical treatment of persons confined to any institution, use of sick leave, FMLA leave;
2. letters of reference concerning employment, licensing, or permits;
3. letters or memoranda which are matters of opinion;
4. documents concerning infractions and disciplinary actions;
5. performance appraisals;
6. college transcripts; and
7. military discharge if other than honorable.

RULE 7 – EMPLOYEE BENEFITS PROGRAMS

As a standard for assignment, for retirement, fringe benefits and annual salary increases under these rules and regulations, the following shall apply:

A. Full-time regular employees - Shall be eligible for participation in the following subject to rules and regulations governing said benefits:

1. Public Employees Retirement Association of New Mexico (PERA);
2. New Mexico Retiree Health Care Authority;
3. Social Security;
4. 457 Deferred Compensation Plan;
5. Insurance benefits;
6. Additional fringe benefits identified in the Personnel Rules and Regulations and administrative policies that are applicable to this classification.

B. Part-time regular employees - Shall be eligible for participation in the above mentioned benefits, on a pro-rated basis, subject to rules and regulations governing said benefits. Pro-ration is based on the ratio of hired hours to the number of hours in the normally scheduled work period

C. Temporary employees - Shall not be eligible for participation in the fringe benefits identified herein. When a temporary employee is converted from temporary to regular or limited-term, without a break in continuous service, the following shall apply:

1. Eligibility for participation in retirement benefits shall be based on the date the employee was converted to probationary, regular or limited-term status.
2. The service date, as defined in these rules and regulations, shall be used in computing annual leave, sick leave;
3. Eligibility for participation in the salary increase process shall be based on the date the employee was converted to probationary, regular or limited-term status;
4. If the employee is converted to a regular or limited-term position, the date of this conversion shall be used in computing the probationary period.

D. Limited-term employees - Shall be eligible for participation in the following subject to rules and regulations governing said benefits:

1. Public Employees Retirement Association of New Mexico (PERA);
2. Social Security;
3. New Mexico Retiree Health Care Authority;

4. 457 Deferred Compensation Plan;

5. Insurance benefits;

6. Additional fringe benefits identified in the Personnel Rules and Regulations and administrative policies that are applicable to this classification.

RULE 8 – WORKER'S COMPENSATION BENEFITS

8.1 Reporting on the Job Injuries

Employees are insured under the provisions of the New Mexico Worker's Compensation Act, NMSA 1978 §§ 52-1-1 et seq., (the "Act")for job-related injuries or occupational illnesses and both the employer and employees must fulfill their respective legal duties under the Act including reporting on-the –job injuries.

A. Employees are required to report all on the job accidents, regardless of how minor. The supervisor shall ensure that the employee immediately receives all required medical treatment.

B. An NCRTD accident form is available from the Human Resources Office and shall be completed by the employee. Employer's First Report of Injury or Illness packet shall be completed by the supervisor within 24 hours of the incident. In addition, the employee must submit a HIPAA compliance Authorization for Disclosure of Protected Health Information form within twenty four (24) hours of the incident, whenever possible.

8.2 Medical Procedures

A. Emergencies. In the event of traumatic on the job injury/illness situations or when a medical emergency exists, the employee may go to the nearest emergency room or urgent care center. All follow up medical treatment must be coordinated by a physician designated by the District. If the District has not designated a physician the employee may see their personal physician.

B. Non- emergencies. An employee with a non-emergency, work related injury/illness shall see a physician designated by the District or their personal physician. That physician will provide medical treatment and/or initiate all referrals for advanced or specialized care, depending upon the nature of the medical problem.

C. Post-Accident Alcohol and Controlled Substance Testing (CDL and non CDL). These incidents are not covered under the Worker's Compensation policy and instead shall be covered by the District's Drug and Alcohol policy.

D. Compensation. The decision to approve or deny a claim for benefits is made by the District's insurer of record, not by the District itself. If an employee's claim is approved for benefits, any and all payments relating to the injury/illness will be made directly by the District's insurer.

E. Waiting Period. There is a seven (7) day waiting period before an employee becomes eligible to receive payment for lost wages. Employees shall use sick leave, vacation leave or accumulated compensatory time for any time missed from work due to the work related injury/illness so that pay will continue from the District. If available leave has been exhausted, the employer will grant Leave without Pay (LWOP) for missed work time and all applicable provisions of the personnel rules will apply including those related to the payment of insurance premiums.

F. FMLA leave. Any applicable FMLA leave for serious health conditions as defined under FMLA, will run concurrently with employee's worker's compensation absence. , Because worker's compensation absences are not unpaid leave, the provisions for substitution of paid leave is not applicable. An employee whose Worker's Compensation leave exceeds the FMLA leave period and who has exhausted all paid leave will be placed on LWOP pursuant to Section

4.13 of the personnel rules and all applicable provisions will apply including those related to the payment of insurance premiums.

8.3 Return to Work Procedures

Prior to returning to work, an employee injured in the course of employment shall obtain a release from the treating physician and shall take that release, including any restrictions to the Human Resources Office. If the employee is released without restrictions, he or she shall return immediately to his or her assigned work.

RULE 9 – RETURN TO WORK (FROM ILLNESS/INJURY) PROGRAM

Generally the District's Return to Work (RTW) Program attempts to provide temporary modified work duty to employees who have suffered an injury or illness and as a result are not immediately able to return to their regularly assigned duties without modification to their work duties.. The goal of the RTW Program is for the District to retain and accommodate injured/ill employees and to work with the employee's physician to transition the employee back to full, unrestricted and unmodified work duties. The availability of modified work duties under the RTW Program is within the sole discretion of the District unless otherwise required by law. Notwithstanding any rule or provision herein to the contrary, the District shall at all times comply with requirements of the Americans with Disabilities Act and shall provide reasonable accommodations and such other measures as are required by law in the case of disabled persons.

9.1 Employees who experience an on the job injury or illness which results in their temporary inability to return to the full range of duties of their regular position classification, shall accept transitional work assignments if offered by the District.

9.2 Employees who experience an off the job injury or illness which results in their inability to return to the full range of duties of their regular position classification may be eligible for transitional work assignments if offered by the District and if consistent with the provisions of New Mexico and District workers' compensation laws, rules and regulations.

9.3 Transitional work assignments will consist of work which is within the restrictions outlined by the employee's health care provider. The employee's health care provider must provide a specific listing of limitations and the anticipated recuperation time prior to the employee's returning to work without limitations. Such assignments may include, but are not necessarily limited to:

A. Part-time or fulltime, with a temporary waiver of certain regular duties (reasonable accommodation), in an employee's regular position classification; or

B. Part-time or full time in another capacity.

9.4 The District may require an employee to submit to an examination by a physician chosen by the District at the District expense, if the duration of the temporary assignment appears to be excessive, if the restrictions/limitations cannot be adequately interpreted or clarified with the employee's physician, or if the District has reason to believe the employee's release for duty is inconsistent with job requirements.

9.5 Employees assigned to transitional work assignments will receive their regular hourly rate of pay for their regular job classification for the number of hours worked in the transitional work assignment.

9.6 Assignment to transitional work depends upon the availability of such work and of work suitable to the employee's medical restrictions. A transitional work assignment may be terminated at any time by the District.

9.7 Priority will be given to workers with job related injuries/illnesses and employees with non-job related injuries/illnesses who seek similar accommodations may be subject to personnel actions, modified work assignments or work schedules, or required use of leave in order to provide transitional work assignment to an employee injured on the job.

9.8 In no event will a modified duty assignment last for more than ninety (90) days in a 12-month

rolling calendar year. This applies to both work-related and non-work related conditions. The 90 days may be continuous or intermittent. If the employee is not able to return to full duty following 90 days of continuous or intermittent modified duty assignment, an evaluation will be conducted by the Human Resources Office to identify available options, which may include consideration of medical retirement or separation. The District reserves the right, for good cause, to discontinue a modified-duty assignment at any time. Good cause shall include, but not be limited to, unavailability of temporary work, operational requirements of the District which make temporary assignment impracticable, or the employee's inability to satisfactorily perform the duties of the modified duty assignment.

9.9 Employees refusing to work transitional work assignments may not be eligible for workers compensation benefits or paid leave benefits. Transitional work assignment for employees with workers' compensation claims or receiving workers' compensation benefits will be made consistent with the provisions of New Mexico Worker's Compensation Act, NMSA 1978 §§ 52-1-1 et seq., (the "Act") along with State and District rules. . Employees refusing transitional work assignments maybe subject to corrective action. If the employee's health care provider will not authorize transitional work, the District may take appropriate action as allowed by law.

9.10 Employees unable to return to work due to injury/illness maybe separated from District employment as provided for under Section 4.24 of the Personnel Rules.

RULE 10 WORKPLACE VIOLENCE

The District is committed to ensuring a safe working environment for all employees. Both management and employees have a responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee will report all acts of violence or behavior, which could potentially lead to violence.

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the District's premises will be reported to the proper authorities and fully prosecuted. Possession of weapons (not assigned as a tool of a job assignment) on any District premises, including parking facilities and District sponsored events constitute a threat of violence. The threat of violence may include, but is not limited to, any indication of intent to harm a person or damage District property. Threats may be direct or indirect and they may be verbal or nonverbal.

The District reserves the right to conduct workplace inspections at any time, with or without notice, for purposes of enforcing this policy, including searching:

10.3 The District does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. The following list of behaviors, while not inexclusive, provides examples of conduct that is prohibited:

- Threatening physical or aggressive contact directed toward another individual or engaging in behavior that causes reasonable fear of such contact.
- Threatening an individual or the individual's family, friends, associates, or property with physical harm or behavior that causes a reasonable fear of such harm.
- Intentional destruction or threat of destruction of the District's or another's property.
- Harassing or threatening physical, verbal, written or electronic communications, including unnecessary and rude behavior intended to be offensive (bullying), verbal statements, phone calls, e-mails, letters, faxes, website materials, diagrams or drawings, gestures, and any other form of communication that causes a reasonable fear or intimidation response in others.
- Stalking. Stalking is defined as a pattern of conduct over a period of time, however short, which evidences a continuity of purpose and includes physical presence, telephone calls, e-mails and any other type or correspondence sent by any means.
- Veiled threats of physical harm or intimidation or like statements, in any form, that lead to a reasonable fear of harm or an intimidation response in others.
- Communicating an endorsement of the inappropriate use of weapons of any kind.
- Possessing weapons of any type on one's person during regular work hours, or at any time on District property. Weapons include, but are not limited to:any firearm, loaded or unloaded, assembled or disassembled, including pellet, "BB" and stun guns, unless

the possession of such firearm is licensed, authorized or permitted pursuant to state and/or federal law and expressly permitted by the District;

knives (and similar instruments) other than those present in the workplace for approved work purposes or for the specific purpose of food preparation and service;Domestic Violence. Domestic violence is defined as a pattern of coercive tactics carried out by an abuser against an intimate partner (the victim) with the goal of establishing and maintaining power and control over the victim. These coercive tactics can be physical, psychological, sexual, economic and/or emotional. Where the abuser's tactics include any of the above-described conduct on District premises, this policy applies. Where such tactics include any of the above-described behaviors off District premises, this policy applies where the abuser is someone acting as an employee or representative of the District at the time, where the victim is an employee who is exposed to the conduct because of work for the District, or where there is a reasonable basis for believing that violence may occur against the victim or others in the workplace. The term "intimate partner" includes people who are legally married to each other, people who were once legally married to each other, people who have had a child together, people who live together or who have lives together, and people who have or had a dating or sexual relationship, including same sex couples.

10.4 **No Violence Policy.**

Any employee who is found to have committed workplace violence will be subject to corrective action and may be directed to stay away from District premises. Violators may also be subject to civil and criminal prosecution.

Additionally, where an employee is convicted of a crime of violence or threat of violence under any criminal code provision for non-workplace conduct, the District reserves the right to determine whether the conduct involved may adversely affect the legitimate business interests of the District, and as a result may implement corrective action. Any employee convicted of such a crime must report the conviction to the District absent a court order to the contrary. Failure to do so is a violation of this policy and subjects the employee to corrective action.

10.5 **Risk Reduction Methods.**

The District will maintain a strict zero tolerance policy for acts of violence and threats of violence. Such incidents will lead to disciplinary action up to and including termination. While the District does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform the Human Resources Office or their Supervisor if any employee exhibits behavior that could be a sign of potentially dangerous situations. Such behavior includes:

- Discussing weapons or bringing them to the workplace;
- Displaying overt signs of extreme stress, resentment, hostility, or anger;
- Making threatening remarks;
- Sudden or significant deterioration of performance;
- Displaying irrational or inappropriate behavior.

10.6 Procedure.

Report the details immediately to the employee's supervisor, department director or Human Resources Office.

If appropriate first, in the good judgment of the employee and supervisors involved, call 9-1-1. Under this policy, decisions may have to be made quickly to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.

Nothing in this policy is intended to prevent quick action to stop or reduce the risk of harm to anyone, including requesting immediate assistance from law enforcement or emergency response resources.Failure to report any threats or acts of violence in violation of this policy is itself a violation of this policy, and may subject any employees involved to corrective action. This includes reports by supervisory personnel who may be privy to threats that have been made by another employee.

Retaliation against anyone for reporting an actual or suspected violation of this policy in good faith will not be tolerated and will subject the individual engaging in the retaliation to corrective action. Any complaints about retaliation may be reported in the same manner as violations of this policy are to be reported.

Investigation. All reported incidents of violence and threats of violence will be investigated as appropriate. The District will decide whether its workplace violence policy has been violated and whether preventive or corrective action is appropriate. The District may consult with law enforcement authorities or other resources as it deems appropriate, and may require a fitness for duty examination or other professional assessment through providers chosen by the District to determine whether a perpetrator presents a threat to individuals in the workplace. If a violation of this policy occurs, the District will take appropriate preventive and corrective action.

False Reporting. In the event that it is determined through an investigation that any employee falsely accused another employee of a threat of violence, the accuser will be investigated and subject to corrective action.

DEFINITIONS

Accrued Vacation Leave: The hours of annual leave an employee has earned from their anniversary date to a particular month that have not yet been added to the employee's records.

Accumulated Vacation Leave: The hours of annual leave an employee has in their records and that are added on a monthly basis.

Administrative Dispute: A written statement of dissatisfaction about the administration of the Personnel Rules and Regulations of the District as it affects an individual employee or group of employees.

Administrative Leave: Leave that is authorized by the Executive Director with or without pay for an employee during the time a fact finding investigation or other administrative proceeding is pending completion or in other circumstances deemed in the best interest of the District.

Allocation: The official assignment of an individual position to the proper classification according to the duties performed and authority exercised.

Anniversary Date: The initial date of employment in a budgeted position and the date from which vacation leave, sick leave and longevity will be computed.

At–Will Employment: The employment relationship for all employees hired in exempt employee classifications under state law and whom maybe terminated at any time with or without cause or notice. Employees who are FLSA exempt under federal law may also be exempt under state law.

Board: means the Board of Directors of the NCRTD.

Bona fide occupational qualification: Means a qualification reasonably related to the satisfactory performance of the duties of a job, and for which where there is factual basis to believe that a person lacking the qualification would be unable to perform satisfactorily the duties of the job with safety and efficiency.

Budgeted Position: A position that is funded in the District's annual budget.

Candidate: Means any person who has qualified under these Rules for appointment in a specific classification.

Classified Regular employee: Means the status acquired by a non-exempt employee who has successfully completed his/her probationary period and is, therefore, classified to serve in the position he/she holds.

Classification: Means one or more positions so similar in the essential character of their duties and responsibilities that the same pay range, title, and qualification requirements can be applied.

Classification Title: A name assigned to a position that indicates a particular level of rank and specific duties and responsibilities.

Classification and Compensation Plan: The District's official plan that classifies positions and sets compensation rates.

Compensation: The salary/wage and all other forms of valuable consideration earned by, or paid to, any employee in remuneration for the services in any position.

Day or Days: any reference to day or days means business day or days and shall include normal dates of operation and excludes weekends and holiday.

Disabilities: A physical or mental impairment that substantially limits one or more major life activities of an individual, a record of such impairment, or being regarded as having such an impairment.

District: The North Central Regional Transit District.

Disciplinary Action: There are several types of disciplinary action that may include, whether individually or in combination, an official reprimand (verbal or written), suspension, reduction in salary, demotion, or termination.

Division: A major functional subdivision of the District organizational structure that is accountable to the Executive Director.

Division Guidelines: Guidelines issued by a division manager and approved by the Executive Director designed for specific types of activities within a division's operation.

Division Manager (Manager/Management): means an employee in a position that manages internal and/or external staff, and who plans, organizes, integrates, coordinates, and controls the activities of others. A manager also is held accountable for the performance of people, services, systems, programs and resources and serves in an at-will position that administers the operation of a district division and is directly responsible to the Executive Director.

Domestic partner: means any person living in the same domicile as the employee or prospective employee.

Drug and Alcohol: **As defined in the District's adopted Drug and Alcohol policy.**

Employee or Incumbent: A person occupying a position in the district service. Such persons include, but are not limited to, the following:

1. Classified Regular Employee: means a budgeted, full or part-time position, duties of which do not terminate at any stated time. An employee working 40 hours minimum per week is eligible to receive full fringe benefits. An employee working not less than 21 hours and nor more than 39 hours per week is entitled to partial fringe benefits on a pro rata basis.

2. Exempt Employee: means a budgeted, full or part-time position, exempt from the classified service and/or FSLA.

3. Temporary Employee: means the employment of a person hired to perform a job which is limited in nature or is on a seasonal basis and which will not exceed twelve months of employment unless otherwise approved by of the Executive Director.

4. Limited Term Employee: means the employment of a person for a designated period of time, usually in excess of one (1) year. for a limited and specified time period, e.g., one year or longer subject to funding for the project or program, with benefits and subject to all personnel rules and regulations, except for the right of appeal regarding the expiration of the appointment or as otherwise stated herein.

5. Emergency Employee: employment of a person when an emergency condition exists that would, in the opinion of the Executive Director, compromise the public health, safety, and welfare,

or severely curtail the normal operations of the District and where there are no candidates available on an appropriate list of eligible's.

Essential functions: The fundamental job duties of any particular employment position. The term "essential function" does not include the marginal functions of the position. The job function may be essential for any or several reasons including, but not limited to, the following:

1. the reason the positions exists is to perform that function;

2. there are a limited number of employees available among whom the performance of that job function can be distributed; or

3. it is necessary to ensure that life or safety is not jeopardized.

Executive Director: means the chief executive officer of the North Central Regional Transit District ("District") who is responsible for the administration and supervision of all District activities including the appointment, hiring, and retention of all employees, management of any divisions or departments which may be created, and ultimate supervisory responsibility for all employees of District.

Fair Labor Standards Act (FLSA): A federal law enacted by the United States Congress in 1938, which sets minimum wage, overtime pay, equal pay, recordkeeping, and child labor standards for employees who are covered by the Act.

FLSA Exempt Employee: A person in a budgeted position exempt from the overtime provisions of the Fair Labor Standards Act as an executive, administrative, or professional employee.

Family Medical Leave Act (FMLA): A law enacted on February 5, 1993 which entitles qualified employees to up to 12 weeks of unpaid leave per year for the birth, adoption or placement for foster care of a child, to care for a spouse or an immediate family member with a serious health condition, or when unable to work because of a serious health condition.

Furlough: means the temporary placement of an employee in a reduced work hour schedule, which can either be partial or full time, due to lack of work or funds.

In-grade Hire: Means the authorized hiring of an employee at a rate higher than the initial or beginning rate in the pay range assigned to the position.

Hiring Authority: The Executive Director, or the Executive Director's designated representative who has the authority to hire individuals to fill positions.

Hire Date: The date that a newly hired employee (temporary or probationary) begins work for the District.

Lists of Eligibles: Means a list of names classified by the Executive Director from which a candidate may be selected for employment.

Probationary Period: A working trial or orientation period ranging from six to twelve months during which an employee demonstrates, by actual performance, the employee's suitability for the duties of the position to which the employee has been appointed.

Position: The official rank within a given classification and held by an employee with a descriptive title.

Position Description: A complete and detailed statement about the responsibilities, essential functions, specific duties, and minimum qualifications of a specific position within a given classification, as well as decision-making responsibilities, level of supervision received and exercised, working conditions, and equipment operated.

Promotion: A change in the employment status of an employee to a position in a higher classification with a higher rate of pay and increased responsibility.

Range: The limits set for the minimum and maximum rates of pay within a given classification.

Rate of Pay: See compensation.

Reclassification: The process of reassigning a position to a different classification as a result of a position audit.

Retirement: Official retirement from a budgeted position and District service that is available when the requirements of the employee's retirement system are met.

Salary Date: The date on which an employee's rate of pay becomes effective and on which advancements within the pay plan are generally based.

Salary Schedule: a series of salary ranges to which the various classifications in the District are to be allocated with ranges for each classification consistent with the functions outlined in the job descriptions and any current classification policy. Each salary range shall include minimum and maximum rates of pay.

Separation Date: The last day of an employee's work in District service, after which no vacation or sick leave is accrued or used.

Supervisor: An employee hired and/or appointed by the Executive Director assigned to a division to assign/direct and evaluate the work of other employees within a designated work unit of the same division.

Reduction in Force: Means the separation, lay off, involuntary demotion, reassignment, or reduction of work hours or number of employees in the District or in a division due to lack of work or funds.

Termination: The separation of an employee from District service. Termination may be by discharge, death, lay-off, resignation, retirement, work completion, contracting out District services, or lack of work or funds. The termination date is synonymous with the separation date and is the last day of an employee's work in District service. No vacation or sick leave is accrued or used from that date forward.

Transfer: A reassignment of an employee from one position to another position in the same classification or another classification having the same pay range, involving the performance of similar duties, and requiring substantially the same basic qualifications.

Unauthorized Leave of Absence: Failure of an employee to notify and receive permission from their immediate supervisor in advance of absence or failure of an employee to report for work at the beginning of their next regularly-scheduled work period. An unauthorized leave of absence includes all or any portion of a work day for which notice and approval have not been provided. An unauthorized leave of absence may be grounds for disciplinary action up to an including termination. Unauthorized leave is not compensated.

Workday: An employee's scheduled daily hours of employment.

Workweek: An employee's schedule of work hours within an appointed week

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: July 12, 2013
Agenda Item - C

Title: Discussion and Approval of Contract Award for the Conceptual Design of a Maintenance Facility, Vehicle Wash Bay, and Fueling Station

Prepared By: Anthony Mortillaro, Executive Director
Stacey McGuire, Projects and Grants Specialist

Summary: The NCRTD is looking to move forward in the planning and conceptual design of a Maintenance Facility, Vehicle Wash Bay, and Fueling Station. The ultimate construction of such a complex would allow the NCRTD to bring its vehicle fueling and maintenance in-house, which would improve safety, improve vehicle "down time", and decrease overall costs. Also, a Vehicle Wash Bay would allow the NCRTD to be more efficient in its vehicle washing, as well as be more environmentally-friendly by minimizing run-off.

Background: The NCRTD was awarded a §5304 grant through NMDOT in 2010 for Design of a Transit Maintenance Facility. In accordance with NM State Procurement Code (as listed in the 5304 funding award language), The NCRTD issued a Request for Qualifications for Conceptual Design of a Maintenance Facility, Vehicle Wash Bay, and Fueling Station on May 3, 2013. The deadline for submittal of Statements of Qualifications to the NCRTD was May 22, 2013. The NCRTD received 5 Statements of Qualifications from respondents. A Statement evaluation team was assembled consisting of Anthony Mortillaro (NCRTD Executive Director), Gus Martinez (NCRTD Fleet Maintenance Manager), Stacey McGuire (NCRTD Projects and Grants Specialist), and Philo Shelton (Los Alamos County Public Works Director and NCRTD Board member). The evaluation team collectively determined that the most qualified respondent was Huitt-Zollars,Inc. Huitt-Zollars is a national architectural and design firm with demonstrated experience and expertise in the transit facilities field. Huitt-Zollars, Inc. has offices in Rio Rancho and Albuquerque, New Mexico.

Recommended Action: It is recommended that the Board approve the NCRTD evaluation committee recommendation of Huitt-Zollars, Inc. as the most qualified respondent to the Conceptual Design of a Maintenance Facility, Vehicle Wash Bay, and Fueling Station. Board approval will facilitate the continuation of the planning and ultimate construction of an on-site Maintenance Facility, Vehicle Wash Bay, and Fueling Station.

Options/Alternatives: To not approve the Staff recommended Contract Award would result in the NCRTD not being able to continue the planning and conceptual design phase of its maintenance on-site facility and ultimately consolidate our transit vehicle maintenance.

Fiscal Impact: The §5304 grant award has an expiration date of September 30, 2014, and is already on its third extension. The total available funding is $62,500 (50% - 5304 and 50% - NCRTD match). The negotiated cost for the conceptual design services is $58,411 (plus $4,088 for GRT).

Attachments:

- NCRTD Request for Qualifications (RFQ) for a Maintenance Facility, Vehicle Wash Bay, and Fueling Station
- NCRTD RFQ Final Addendum
- NCRTD Tentative Scope of Work
- Huitt-Zollars, Inc. RFQ Submittal

Request for Qualifications

(RFQ- 2013-04-04)

Facility Programming, Site Evaluations, and Conceptual Design

Transit Maintenance Facility, Vehicle Wash Bay, and Fueling Station

(RFP- 2013-02-26)

Purpose

The North Central Regional Transit District is soliciting Statements of Qualifications from qualified individuals and/ or firms with expertise in architectural and engineering services for facility programming, planning, site evaluation (including FTA required environmental documentation) and conceptual design for a Transit Maintenance Facility, Vehicle Wash Bay, and Fueling Station in Española, New Mexico.

This Request for Qualifications is the first step in a multi-step RFP process. The RFP will be issued to qualified individuals and/or firms upon evaluation of the Statements of Qualifications.

Background

Agency – The North Central Regional Transit District was certified by the New Mexico Transportation Commission in September, 2004, as the first Regional Transit District in New Mexico. The agency is a partnership of members from four (4) counties: Rio Arriba, Taos, Los Alamos, and Santa Fe; the cities of Santa Fe and Española; the Town of Edgewood; and six (6) Pueblos: Ohkay Owingeh, Santa Clara, San Ildefonso, Pojoaque, Tesuque, and Nambé. The mission of the NCRTD is to provide safe and efficient regional transportation within its members' areas, to decrease traffic congestion and environmental impact, improve the New Mexico economy by increasing workforce and citizen access to education and higher paying employment, prolong and extend petroleum resources, and to provide area residents with a choice of transportation alternatives so that seniors, youth, low-income, and mobility impaired residents continue to have full access to the goods, services, jobs, and activities of the community.

Project – This project consists of complete architectural and engineering services for facility programming, planning, site evaluation (including FTA required environmental documentation), and conceptual design for a Transit Maintenance Facility complex in Española, New Mexico. The Transit Maintenance Facility will include a Vehicle Maintenance Garage, a Vehicle Wash Bay and a Fueling Station, and will fulfill current needs as well as be capable of accommodating future operations and fleet expansion. Current fleet inventory is approximately 45 vehicles, ranging in size from 40 foot buses to 5-passenger transport vans and standard-size vehicles. Fleet expansion is anticipated to be one (1) to two (2) vehicles annually. The planned Maintenance Facility should be able to accommodate a variety of vehicles ranging in size from a 60 foot articulated bus, 40 foot coach-style bus and/or a standard-sized vehicle. All maintenance facility vehicle entrances and bay areas must have minimum height and width clearances to accommodate existing and future bus fleet of various dimensions.

The Maintenance Facility complex will be situated on an existing approximately 7 acre site adjacent to the Jim West Regional Transit Center and Vehicle Parking Yard. Work will include site preparation, geotechnical evaluation and preparation, environmental assessment, conceptual design, and planning. The facility-to-be design team will maximize utilization of green building energy saving facility standards wherever possible.

The Maintenance Facility, Vehicle Wash Bay, and Fueling Station Proposal should include a financial component that describes costs, both capital and operating, of undertaking proposed recommendations.

Request for Qualifications

Submit the requested number of Statement of Qualifications directly to: NCRTD, Attention: Glenda Aragon, Finance Manager/Procurement Agent, 1327 North Riverside Drive, Española, NM 87532.

Number of unbound copies requested: one (1) original hard copy

Number of bound copies requested: six (6) bound

Proposers must have, at minimum, one (1) or more architects and/or engineers on staffs that are licensed in the State of New Mexico, and who will be responsible for project oversight. Firms and/ or individuals submitting Statements of Qualifications are requested to identify professional registrations, memberships and credentials including but not limited to: LEED GA, LEED AP, LEED AP+, CCCA, CCM, CCS, CDT, DBIA, and any other appropriate design and construction industry credentials.

In addition, respond to the below listed questions and include in your Statement of Qualifications:

1. Describe the company, including history, mission and nature of work, number of employees, and office locations.
2. Provide qualifications of the staff to be assigned to the NCRTD's contract, including licenses, certifications, and years of experience.
3. Provide a minimum of three (3) clients, preferably public transit or governmental agencies, that the firm has provided services similar to the NCRTD's requirements. Provide the address, phone number, email (if available) and contact name for the clients. Provide name(s) of staff from proposing firm that worked on reference organization's project.
4. Demonstrate firm experience and familiarity in designing a public building that complies with federal and state ADA requirements.
5. Describe firm experience and familiarity in designing a public building that complies with federal and state green building and energy efficiency requirements.
6. Provide familiarity and experience in designing buildings which utilize vehicle exhaust air control systems.
7. Describe firm familiarity and experience with soundproofing of maintenance facilities and the impact to adjacent office work areas.
8. Demonstrate the ability and understanding of the installation and pipe requirements for vehicle washing equipment in cold and/or dry climates.
9. Describe firm experience and familiarity in designing buildings exposed to severe winter conditions.

10. Describe drainage system design experience and address system ability to adequately process vehicle sludge and runoff resulting from day-to-day operations in a varying climate.
11. Provide experience and familiarity with designing a building with multiple-zone heating requirements.
12. Describe firm experience and familiarity in designing a public building wired for internal and external security systems, two-way radio communication systems, AVL/CAD systems, and computer network infrastructure.
13. Provide experience with construction projects using state and/or federal funded programs.
14. Demonstrate firm familiarity and experience with design and construction of fueling stations using gas/diesel and/or alternative fuels such as compressed natural gas or liquid propane gas.
15. Describe firm experience in integrating photovoltaic systems for electrical generation and hot water systems into facility design.

Interested individuals and firms must submit its Statement of Qualifications in response to this RFQ to be considered as a potential candidate to continue in this multi-step RFP process.

Interested individuals and firms are required to comply with all FTA and/or state DOT guidelines in relation to but not limited to ADA, DBE, Title VI, Non-collusion, Non-endorsement, and Lobbying. See section **Federal Regulations** for more information.

Solicitation Schedule

EVENT	DATE AND TIME
Request For Qualifications Issued	May 3, 2013
Statement of Qualifications Packet Due	**May 22, 2013**
Interviews (if required)	May 23-24, 2013
Request for Proposal Issued to Qualified individuals or firms	May 30, 2013
Questions and Requests for Clarifications due to NCRTD	May 30 – June 7, 2013
NCRTD Responds to Questions and Clarifications	June 10- 12, 2013
Proposals Due	**Proposals are due no later than 4:30pm on June 21, 2013**
Evaluation of Proposals Received	June 24-26, 2013
Proposer Presentations/Interviews	July 1-3, 2013
Anticipated Award	July 12, 2013

*****LATE RESPONSES TO THE RFQ AND/ OR RFP WILL NOT BE ACCEPTED*****

NCRTD is distributing this RFQ and all relevant documents through its web site at www.ridethebluebus.com, as well as a direct mail list, NMDOT vendor list, and national transit organizations classified advertisements.

All addenda and updates to the RFQ will be posted at the above referenced web site. Prospective Proposers are responsible for checking the web site for addenda and updates to the RFQ. Beyond initial email to inform prospective Proposers about the RFQ, NCRTD will not send communication directly to Proposers.

All enquiries related to this RFQ are to be directed, in writing, to:

Purchasing Agent: Glenda Aragon, Finance Manager/Procurement Agent, 1327 North Riverside Drive, Española, NM 87532; 505-629-4701 at glendaa@ncrtd.org.

All questions and clarifications regarding the RFQ shall be submitted in writing to the Project Manager of the NCRTD. Replies will be issued by addendum, and mailed or emailed to all NCRTD recorded respondents to this RFQ. Questions received less than five (5) days prior to RFQ final submission date will not be answered. Only questions answered by formal written addendum will be binding. Oral explanations and other interpretations or clarifications will be without legal effect. Proposers should promptly notify the NCRTD of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFQ.

Evaluation and Selection

Statements of Qualifications will be evaluated by the NCRTD and, if deemed qualified, you and/ or your firm will be notified and invited to participate in the next step of the multi-step RFP process.

Statement of Qualification Evaluation Criteria:

1. Demonstrated ability to meet Owner's programmed project vision, scope, and schedule on previous projects.
2. Previous experience compatible with the proposed project (e.g., type, size).
3. Relevant past work of prospective firm's proposed consultants.
4. Past performance of prospective firm and its proposed consultants.
5. Qualifications and experience of individuals directly involved with the project.
6. Proposer's previous experience (numbers of projects, sizes of projects) when working with its proposed consultants.
7. Proximity of prospective firms to the project site.
8. Proposer's apparent resources and capacity to meet the needs of this project.

NCRTD may conduct at its sole discretion discussions with all Proposers. The extent of discussions/demonstrations will vary with the nature and the quality of the Statements of Qualifications. The basic purposes of the discussions are to review any shortcomings or deficiencies in the Qualifications, to discuss any listed deviations or exceptions, to clarify any information or questions the evaluation team may have concerning the Statement of Qualifications.

After reviewing Statements of Qualifications, the NCRTD has the right to invite none, one, or more Proposers to be invited to participate in the next step in the multi-step RFP process. The decision to invite none, one, or more Proposers to make Proposals will be at NCRTD's sole discretion and not open to negotiation with Proposers who are, or are not, invited to present their Proposals and be interviewed. Not all Proposers may be invited. Qualified Proposers who are invited to provide a response to the RFP and be interviewed do so at their own expense and are not guaranteed award of a Contract. NCRTD will not reimburse any expenses incurred by a Proposer.

Disclosure: All information submitted shall become the property of the NCRTD and is subject to the public disclosure laws of the state of New Mexico. The potential Consultants should identify any portions of the information submitted that the Consultant deems exempt from the public disclosure requirements. See Confidential Information Disclosure Statement, Exhibit "F".

Submission Requirements

1. A statement of interest.
2. A resume outlining your project experience, qualifications, and knowledge.
3. A complete list of credentials, professional registrations, and memberships.
4. A response to the questions outlined in the Request for Qualifications section of the RFQ.

Federal Regulations

The Contractor acknowledges and agrees that contracts such as this Agreement which are funded with, or implicate federal laws, grant requirements and restrictions are subject to state and federal requirements and compliance above and beyond the express terms set forth in this RFQ solicitation and that Contractor has made independent inquiry and satisfied itself that it may perform the work required if awarded the RFP while, at all times, maintaining compliance with said restrictions. Express requirements and restrictions include but are not limited to:
A discussion of each of the applicable clauses follows:

1. FLY AMERICA REQUIREMENTS 49 U.S.C. § 40118

41 CFR Part 301 -10

Applicability to Contracts: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements: The Fly America requirements flow down from FTA recipients and sub recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Fly America Requirements: The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS 49 U.S.C. 5323(j)

49 CFR Part 661

Applicability to Contracts: The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000).

Flow Down: The Buy America requirements flow down from FTA recipients and sub recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The $100,000 threshold applies only to the grantee contract; subcontracts under that amount are subject to Buy America.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

3. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241

46 CFR Part 381

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Flow Down: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

4. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Flow Down: The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and sub recipients and their sub agreements at every tier.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds $100,000.

Flow Down: The Clean Water requirements flow down to FTA recipients and sub recipients at every tier.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

6. LOBBYING

31 U.S.C. 1352 49 CFR Part 19 49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/ Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down: The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1 352. Such disclosures are forwarded from tier to tier up to the recipient.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

See Exhibit “A” for form.

7. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down: FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non¬profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the

United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 1 8.39(i)(1 1).

8. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Flow Down: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

9. CLEAN AIR

42 U.S.C. 7606 et seq

40 CFR 15.61

49 CFR Part 18

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year.

Flow Down: The Clean Air requirements flow down to all subcontracts which exceed $100,000.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

10. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases $10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was $10,000.

Flow Down: These requirements flow down to all contractor and subcontractor tiers.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over $2,000 or non-construction contract to which the Act applied over $2,500 (and language to that effect is still found in 49 CFR 1 8.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than $100,000.” 40 USC 3701 (b)(3) (A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non- construction projects that employ “laborers or mechanics on a public work.” These non- construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies

to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below. The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages – Los Alamos County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts.

Flow Down: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

Flow Down: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

14. TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.1 F

Applicability to Contracts: All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is $100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down: The termination requirements flow down to all contracts in excess of $10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default

shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site

necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts). The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for

from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

(NONPROCUREMENT)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Los Alamos County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Los Alamos County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

See Exhibit "B" for form.

16. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down: The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts: The Civil Rights Requirements apply to all contracts.

Flow Down: The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with

disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

17. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1 F

Applicability to Contracts: All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by

agreement of the parties shall be decided in writing by the authorized representative of

(Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the

Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, 49 Code of Federal Regulations, Part 26, Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs. The New Mexico Department of Transportation (NMDOT) goal for participation of Disadvantaged Business Enterprises (DBE) for transit projects is 3.9%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Los Alamos County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Los Alamos County. In addition, the contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify the Parties, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Parties.

Subcontractor Payment Report –Once a contract is awarded, the selected vendor shall submit Subcontractor Payment Reports to comply with monitoring requirements of 49 CFR 26.

DBE Directory – the bidder/proposer may use the online DBE directory, https://nmdot.dbesystem.com to locate ready, willing, and able DBE's to perform sub-contractor work or sub-consultant work on USDOT assisted contracts.

See Exhibits "D" & "E" for DBE forms.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1 F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Flow Down: The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

20. ADA Access 49 U.S.C. §5301

Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws or other laws pertaining to access for individuals with disabilities to the extent applicable.

RFQ NCRTD Maintenance Facility Complex

FINAL ADDENDUM ISSUED 2013-05-17- All Questions and Clarifications

Q- Will the NCRTD consider extending the submittal deadline?

A- No.

Q- What time is the deadline for Statement of Qualifications submittal on May 22, 2013?

A- The Statement of Qualifications deadline is 430pm on May 22, 2013.

Q- The following statement is made under Background, Project last sentence on page 2. Please confirm that this is a statement specific to the provision of services once a contract award has been made and not specific to the information being requested within the RFQ Response.

"The Maintenance Facility, Vehicle Wash Bay, and Fueling Station Proposal should include a financial
component that describes costs, both capital and operating, of undertaking proposed recommendations."

A- This statement is specific to the Proposal phase of this multi-step RFP process and does not have to be included in the Statement of Qualifications requested by the NCRTD in the RFQ. A capital and operating cost component will not be discussed as a part of the Qualifications evaluation.

Q- Where is the new facility to be located on the existing property?

A- Refer to the Request for Qualifications. Location of the facility on the property is a decision to be made during the conceptual design phase.

Q- Is there a survey and topography survey available for the property?

A- Any survey and/ or topographical information that the District has will be made available to the selected firm.

Q- Who was the architect for your current Jim West Regional Transit Center?

A- Ellis Browning Architects

Q- Are there a list of preferred consultants by the NCRTD?

A- No.

Q- Has the selection committee been selected and could the names of the committee be shared?

A- A selection committee has not been assembled at this time.

Q- Where is the NCRTD currently servicing their vehicles?

A- Off-site contractors.

Q- Is there a MACC or construction cost identified for the project?

A- No.

Q- Where is the funding for the project coming from?

A- Currently, the NCRTD has secured conceptual design funds through a Federal 5304 grant award and matching NCRTD funds. Funding for final design and construction is anticipated to be identified and secured in future fiscal years. It is anticipated that such funding will consist of an NCRTD contribution and federal and state funding.

Q- Has there been a Facility Program or Needs Assessment developed for the project and can it be shared?

A- None has been developed. A facility program or needs assessment is a component of the services to be rendered.

Q- Will one or multiple firms be selected to respond to the RFP?

A- See clarification provided below.

Q- Will NM state procurement code be followed for the review and selection process?

A- Yes, see clarification provided below.

Q- Please clarify the second stage of the solicitation process. Will this be a pricing proposal and if so what will be the basis of the scope and will selection be low cost bid?

A- The funding for this architectural design and engineering project is Federal 5304 money that passes through the state of New Mexico. Per the 5304 grant award, the project award must comply with the state procurement code.

According to New Mexico state procurement code 13-1-120 through 13-1-123, the selection committee will select the most qualified candidates, rank in the order of their qualifications, and evaluate the selected individuals and/ or firms based on the following criteria together with any criteria, except price, established by the RFQ issuing agency:

1. Technical competence of business
2. Capacity and capability of business to perform the work
3. Past record of performance on contracts with government agencies (or private industry) with respect to cost controls, quality of work, ability to meet schedules
4. Proximity to or familiarity with the project area
5. Amount of design work that will be produced by a New Mexico business within the state

6. The volume of work previously done for the entity requesting proposals which is not seventy-five (75) percent complete with respect to basic professional design services

Refer to the Request for Qualifications for additional evaluation criteria.

Upon qualifications assessment and evaluation, the North Central Regional Transit District (NCRTD), per New Mexico state procurement code, has the right to enter into negotiations with the individual and/ or firm that is deemed to be most qualified. Per state procurement code section 13-1-122: "…a local body shall negotiate a contract with the highest qualified business for the architectural, landscape architectural, engineering or surveying services at compensation determined in writing to be fair and reasonable."

It is at this time that the Project Scope will be expanded upon and the selected most qualified individual and/ or firm will be provided additional information and the Project Scope further discussed. No additional submittals will be required other than the information necessary to conduct the negotiation.

If negotiations with the most qualified individual and/ or firm are formally terminated, the North Central Regional Transit District will undertake negotiations with the second most qualified business. If negotiations with the second most qualified firm are terminated, the NCRTD will begin negotiations with the third most qualified business. If negotiations with the first, second, and third most qualified individuals and/ or firms are terminated, additional businesses will be ranked and subsequent negotiations will ensue based on this ranking.

Evaluations will be made in accordance with all of the evaluation criteria and procedures. NCRTD will select for any award the highest ranked proposal from a responsible, qualified proposer, which does not render this procurement financially infeasible, and is judged to be most advantageous to NCRTD based on consideration of the Evaluation Criteria.

Q- Do Exhibits A-F need to be completed by the Prime Firm and any and/ or all Subconsultants?

A- Exhibits A-F must be completed by the Primary Individual and/ or Firm only. The Primary is expected to ensure all subconsultants are in compliance and meet all requirements required by Federal, State, and NCRTD agency policy.

Facility Programming, Site Evaluations, and Conceptual Design

Transit Maintenance Facility, Vehicle Wash Bay, and Fueling Station

RFQ – 2013-04-04

Tentative Scope of Work

This project consists of complete architectural and engineering services for facility programming, planning, site evaluation (including FTA required environmental documentation and independent cost estimating), and conceptual design for a Transit Maintenance Facility complex in Española, New Mexico. The Transit Maintenance Facility will include a Vehicle Maintenance Garage, a Vehicle Wash Bay and a Fueling Station, and will fulfill current needs as well as be capable of accommodating future operations (which may be inclusive of service provision by the District on a contractual basis to other public transit and transportation entities) and fleet expansion.

Current fleet inventory is approximately 45 vehicles, ranging in size from 40 foot buses to 5-passenger transport vans and standard-size vehicles. Fleet expansion is anticipated to be one (1) to two (2) vehicles annually. The planned Maintenance Facility should include 3 drive-through maintenance bays, one (1) of which should be able to accommodate a 60 foot articulated bus, two bays of which should be able to accommodate a variety of vehicles, including a 40 foot coach-style bus and/or a standard-sized vehicle. All maintenance facility vehicle entrances and bay areas must have a minimum height clearance capable of accommodating all transit vehicles and associated equipment.

The Maintenance Facility complex will be situated on an existing approximately 7 acre site adjacent to the Jim West Regional Transit Center and Vehicle Parking Yard. Work will include site preparation, geotechnical evaluation and preparation (the Contractor should be aware that during the construction of the parking lot for the existing administrative facility that extensive soils and ground water remediation was required due to varying underground water table depth issues), environmental assessment, conceptual design, and planning. The facility-to-be design team will maximize utilization of green building energy saving facility standards wherever possible. (An environmental assessment was performed in 2009 and a Categorical Exclusion resulted. The Contractor must determine if this Categorical Exclusion is still in effect and valid and/or if additional testing and evaluation must be performed.)

The Maintenance Facility, Vehicle Wash Bay, and Fueling Station Proposal should include a financial component that describes costs, both capital and operating, of undertaking proposed recommendations.

The Maintenance Facility, Vehicle Wash Bay, and Fueling Station Proposal will include a detailed project timeline as well as a prioritization of tasks. Also included will be a documented geotechnical assessment of the NCRTD land, and a documented needs assessment.

The scope of services shall include, but not be limited to, the following technical requirements and tasks to be performed by the Consultant:

1. Develop a detailed work program outlining the cost and time required to complete each proposed task.

2. Conduct a comprehensive assessment of space requirement needs to accommodate for: a vehicle maintenance area; parts, equipment, and supply and tool storage; shop office and restroom; exhaust and air recirculation system; and a, reinforced, and secure storage area capable of housing a heavy-duty air compressor.
3. Perform a comprehensive assessment of automated vehicle wash system options that can accommodate vehicles ranging in size from standard passenger cars to 60 foot articulated buses. Assessment must include estimated costs of each vehicle wash system option. The Contractor will prepare an analysis of water and sewer requirements for each vehicle wash system option, and must factor in a wastewater dump station and a drainage system able to handle vehicle run-off. An environmental impact analysis must be provided for each vehicle wash system option.
4. Perform a comprehensive energy assessment that consists of an analysis of the total energy requirements of a building, within the scope of the proposed construction activity in a level of detail appropriate to the scope of the project that considers environmental/ecological energy savings for heating and cooling, including insulation, windows, plumbing fixtures, et cetera. The Contractor will provide options and suggestions for minimizing the building environmental footprint and overall ecological impact.
5. Conduct a comprehensive assessment of a fleet fueling and management system, including any environmental requirements as well as addressing anticipated fleet growth and expansion.
6. Assess alternative (compressed natural gas and/ or liquid propane gas) and traditional (gas and/ or diesel) fueling stations options and recommend most advantageous and effective option. Include gas detection systems if required. (This is not an analysis of whether the District should convert its fleet to one of the following alternative fuels.)
7. Conduct an assessment of photovoltaic system integration for electrical generation and hot water systems to be incorporated into the facility. Ascertain whether the photovoltaic system can also meet the electrical demands of the existing administration facility and associated costs to connect said facility to the system.
8. Develop conceptual construction cost estimate, including but not limited to, hard and soft costs, design fees, environmental assessment, project management and escalation.
9. Develop conceptual design operation and maintenance cost estimates.
10. Create building design and layout.
11. Develop and provide project reports.
12. Verify land use and zoning. Ascertain what state and local permits are required. Include any reporting and associated cost requirements.
13. Provide a topographic survey of site/land parcel.
14. Provide soil boring findings and address suitability of existing soils. Determine geotechnical cost implications on the construction of a maintenance facility, vehicle wash bay and fueling station.
15. Review current and future public transit operational needs as well as any other pertinent information to this project.
16. Research and review peer facilities.
17. Identify potential opportunities and issues.
18. Recommend project phasing to ensure the facility will serve the NCRTD- both short- and long-range- as the transit system grows and as new transit technologies are implemented.
19. Outline federal, state, and local requirements related to development of the facilities and prepare a list of requirements.

20. Prepare a categorical exclusion or Environmental Assessment for approval by the FTA. The Contractor, in cooperation with the FTA, will assist the NCRTD in providing the appropriate site documentation. Prepare a "Finding of No Significant Impact" report if an Environmental Assessment is required.
21. Provide a listing of any other services the Contractor deems necessary to provide for the following objective: at the conclusion of this scope of work the District should receive a conceptual design report outlining the preliminary scope, cost estimate for construction and ancillary project costs, as well as a preliminary project schedule. In addition preparation of design documents that include the basis of design, space needs program, design criteria, building requirements and preliminary drawings are required.

This Maintenance Facility, Vehicle Wash Bay, and Fueling Station project has a design budget of $62,500 that is funded through New Mexico Department of Transportation (NMDOT) Transit and Rail Division by FTA funds, as well as through the NCRTD with Regional Transit GRT funds. The Proposal should address potential funding strategies for the design implementation and construction of the proposal for the Maintenance Facility, Vehicle Wash Bay, and Fueling Station. The funding strategies must address how NCRTD might pay for both capital improvements and on-going operations. Funding strategies may include the use of existing funding sources as well as funding sources not yet in place. If suggested funding sources are not yet in existence, the proposer shall outline the steps needed to establish those funding sources, describe possible challenges to establishing those sources, and provide a description of the steps the NCRTD might take to establish the suggested funding source.

Statement of Qualifications

For Architectural Services for NCRTD Transit Maintenance Facility RFP No: 2013-02-26

May 22, 2013

HUITT-ZOLLARS

6501 Americas Parkway NE, Suite 550,
Albuquerque, NM 87110
Tel: (505) 883-8114
Fax: (505) 883-5022
jjarrard@huitt-zollars.com
www.huitt-zollars.com

RTD
SERVING NORTH CENTRAL NEW MEXICO

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. ı 6501 Americas Pkwy. NE ı Suite 550 ı Albuquerque, NM 87110-8154 ı 505.883.8114 phone ı 505.883.5022 fax ı huitt-zollars.com

May 22, 2013

Ms. Glenda Aragon
Finance Manager / Procurement Agent
North Central Regional Transit District
1327 North Riverside Drive
Espanola, NM 87532

RE: Architectural Services for NCRTD Transit Maintenance Facility
RFQ Number: 2013-04-04

Dear Ms. Aragon and Selection Committee Members:

It is evident that The North Central Regional Transit District (NCRTD) seeks qualified architects and engineers to assist the District in the planning and design of a new vehicle fleet maintenance facility. The complex will house office and support space for the administrative staff, mechanics and drivers. All public owned buildings must have facilities designed to provide low maintenance, remain energy efficient, and establish cost effective design solutions for current needs, coupled with the flexibility to accommodate future needs. Huitt-Zollars understands these goals and is enthusiastic about the opportunity to demonstrate our design capability and commitment to NCRTD. Our qualifications are presented in the following sections of this proposal and summarized below:

Vehicle Maintenance Design Experience
Huitt-Zollars experience includes design services for more than two million square feet of vehicle maintenance facilities. The site and facility requirements of vehicle maintenance facilities are a specialty practice of our firm. We have developed a clear understanding of the unique needs of these facilities, such as vehicle maneuvering and clearances, maintenance operations, equipment needs, and more. We have strengthened our team with the addition of Maintenance Design Group (MDG) a design firm specializing in vehicle maintenance facilities. MDG has a history of providing or assisting design teams on over 500 maintenance and operation facilities for public works and transit agencies throughout the US. MDG and Huitt-Zollars have worked together on over a dozen recent projects. MDG has established a proven method of programming and design techniques to "right size" buildings in order to meet operational needs and budgetary constraints of every project. Together, Huitt-Zollars and MDG will provide an efficient and functional facility for the District.

Commitment
Huitt-Zollars commitment to NCRTD is with an assurance that all members of this design team will be available for the duration of this project. All team members have recent project experience in the northern New Mexico area and are familiar with the design and construction requirements of the vicinity.

In reviewing your requirements and our expertise, I am confident that Huitt-Zollars can deliver the services the NCRTD Transit Maintenance Facility needs. Huitt-Zollars appreciates your time in reviewing this proposal and looks forward to working with the North Central Regional Transit District. If you have any questions or need any additional information please call me at (505) 883-8114 or email krkemper@huitt-zollars.com.

Sincerely,
Huitt-Zollars, Inc.

Kim R. Kemper, PE
Senior Vice President

HUITT-ZOLLARS
www.huitt-zollars.com • (505) 883-5022

Santa Fe Trails
Operations &
Maintenance
Complex
Santa Fe, NM

QUESTIONS

Questions

1. Describe the company, including history, mission and nature of work, number of employees, and office locations.

Huitt-Zollars, Inc. is a full-service architectural and engineering firm providing design services to public and private clients throughout New Mexico and the Southwest. The company was founded in 1975 and has been in business in Albuquerque, New Mexico since March 1997. Huitt-Zollars has offices in 8 states including Texas, Oklahoma, Colorado, Arizona, California, Washington, Florida and New Mexico, totaling 18 offices including the Albuquerque and Rio Rancho, New Mexico areas. Huitt-Zollars has a staff of 25 New Mexico personnel, and more than 425 professional, technical, and support personnel corporate-wide, with diversified skills capable of handling highly complex multidiscipline assignments.

The Huitt-Zollars Team is a ***perfect match*** for the specialized requirements of this assignment. We have assembled our team of firms specifically with experience with transit bus operations and service center facilities in general, and with the requirements of this project in mind. Our goals in assembling the Team are as follows:

- Provide the best possible project-related experience available in the country
- Leveraged by a significant pool of local experts in the development of successful regional projects
- Dedicated to exceeding the North Central Regional Transit District (NCRTD) project goals

Huitt-Zollars, Inc. (HZ) will serve as Prime Consultant for the project, with responsibility for overall project management, coordination of the work for all participating sub-consultants, and for meeting all requirements of the design contract with the NCRTD. HZ and its Project manager, John Jarrard, AIA, will serve as the point of contact between the design team and the client team. HZ, will also assume technical responsibility as architect-of-record and interior designer for the project.

HZ, an *Engineering News Record* top ranked firm, is currently providing service center planning and design services for public and private service center properties throughout the United States. The following represents a partial list of recent clients:

- Santa Fe Transit (bus)
- City of Dallas Northwest Service Center
- Denton County Transit Authority Transit Operations & Maintenance Building
- City of Houston Southern Right of Way & Fleet Facility
- City of Denton Maintenance and Service Facility Program (two buildings)
- Harris County North Operating Facility
- Dallas Area Rapid Transit (bus, light rail, commuter rail)
- Fort Worth Transportation Authority (bus, commuter rail)
- Austin Capital Metro (bus)
- Waco Transit (bus)
- Central Oklahoma Transportation and Parking Authority (bus, streetcar)
- City of Lubbock Citibus Administration / Maintenance Facility

HZ has an unparalleled recent portfolio of experience with vehicle operations and service center facility design, having executed the ***planning, programming and design of over 2.5 million square feet of this project type in the last 5 years.*** HZ will be supported by a sub-consultant group of firms comprising of Maintenance Design Group, a national operations and maintenance facility expert and X8EVinyard, a local geotechnical and environmental firm.

Santa Fe Trails Operations & Maintenance Complex
Santa Fe, New Mexico

Waco Transit Authority - Bus Operations and Maintenance Facility
Waco, Texas

Capital Metro Transit Authority
North Operations and Maintenance Facility
Austin, TX

City of Dallas
Northwest Service Center
Dallas, TX

Denton County Transit Authority
Transit Operations and Maintenance Building
Denton, Texas

2. Provide qualifications of the staff to be assigned to the NCRTD's contract, including licenses, certifications, and years of experience.

Proposed for this contract is an experienced, long term team of professionals. The names you read in our proposal will be the people you will get to know over the life of this contract. As discussed earlier we do not subscribe to the notion of doing one piece of the project, then handing it off to the next person; each team members assigned to the project will take it from day one through completion ensuring continuity.

Full Resumes are found under *TAB 5. Qualifications & Experience of Individuals.*

Team Member	Responsibility	Years of Experience	Registrations
John Jarrard, AIA, LEED AP	Project Manager	32	Registered Architect: 1983/NM/#1658 LEED Accredited Professional
Kim Kemper, PE	Principal In Charge	30	Professional Engineer: 1988/NM/#10542
Charlie Aldredge, PE, LEED AP	QA/QC Manager	29	Professional Engineer: 1988/TX/#64616 LEED Accredited Professional
Joe Gallegos, AIA, LEED AP	Architect	26	Registered Architect: 2003/NM/#3977 LEED Accredited Professional
Ken Booth	Maintenance Facility Specialist / Programming/Equipment	17	
Jeff Wilson, PE, LEED AP	Mechanical Engineer	10	Professional Engineer: 2012/NM/#21194 LEED Accredited Professional
Brad Hibbetts, PE, LEED AP	Electrical Engineer	11	Professional Engineer: 2012/NM/#20857 LEED Accredited Professional
Todd Beenders, CIPE, LEED AP	Plumbing/Piping	40	CIPE/CPD: 1984/TX/#3398 LEED Accredited Professional
William Wallace, PE, SECB	Structural Engineer	35	Professional Engineer: 1986/TX/#59641 SECB No. 2158/2008
Scott Eddings, PE	Civil Engineer	23	Professional Engineer: 1995/NM/#12856
Eric Yahoudy, RPLS	Survey	33	Professional Land Surveyor: 1999/NM/#14273
Kenneth Hunter	Environmental	26	Hazardous Waste Operations per OSHA 29 CFR 1910.120 Asbestos Inspector per TSCA Title II, AHERA, LA Asbestos Management Planner per TSCA Title II, AHERA, Louisiana
Chris Scott, RLA, ASLA, LEED AP	Landscape Architect	21	Registered Landscape Architect: 2006/NM/#398 LEED Accredited Professional
Rachael Green, RID, GGP LEED AP BD+C	LEED Specialist	21	Licensed Interior Designer 2010/NM/#329 United States Green Building Council (USGBC) Leadership in Energy and Environmental Design Accredited Professional (LEED AP BD+C) Green Globes Professional (GGB)
Martin Vinyard, PE	Geotechnical Engineer	38	Registered Professional Engineer: 1982/New Mexico/#8261
Christopher Gibson, PMP, CQM	Cost Estimating	21	Project Management Professional (PMP) USACE Certified (CQM)

3. Provide a minimum of three (3) clients, preferably public transit or governmental agencies, that the firm has provided services similar to the NCRTD's requirements. Provide the address, phone number, email (if available) and contact name for the clients. Provide name(s) of staff from proposing firm that worked on reference organization's project.

Mr. Jon Bulthuis
Transit Manager
Santa Fe Trails
(505) 955-2006
jrbulthuis@santa.fe.nm.us

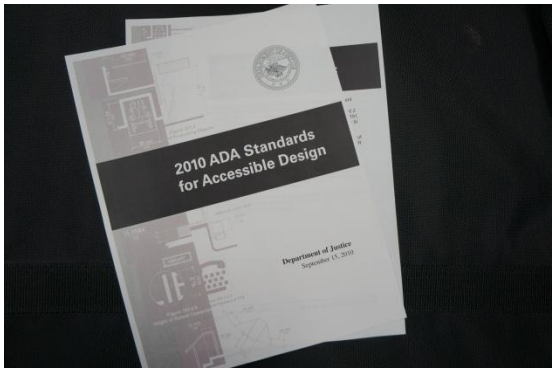
Mrs. Dee Leggett
Denton County Transit Authority
(972) 221-4600
dleggett@dcta.net

Mr. Michael Bartholomew
Transit Administrator
Road Runner Transit (Las Cruces)
(675) 541-2500
mbartholomew@las-cruces.org

Mr. Carl J. Janak
City of Dallas Public Works & Transportation
(214) 670-3799
Carl.janak@dallascityhall.com

Mr. Bruce Rizzieri
Transit Manager
ABQ. Ride
(505) 724-3174
brizzieri@cabq.gov

4. Demonstrate firm experience and familiarity in designing a public building that complies with federal and state ADA requirements.



All Huitt-Zollars building projects and associated sites have been designed to meet the requirements of accessibility since the Americans with Disabilities Act was enacted in the early 1990's. As a full service design firm the coordination of access from parking lot to an individual's work space is incorporated into all of our designs. With our background in federal, state and municipal projects, we have met these requirements for all applicable standards. Of particular importance is our experience in applying these requirements to both conventional office and industrial work applications. John Jarrard, our Project Manager is most familiar with the ADA requirements for transit and similar vehicle related facilities. He has attended numerous seminars and conferences on the subject, including a recent two day seminar on the changes in the newly enacted 2010 version of the ADA. Many of the proposed changes will directly affect transit agencies and transit facilities, including signage and communication, passenger accessibility and transit equipment.

5. Describe firm experience and familiarity in designing a public building that complies with federal and state green building and energy efficiency requirements.

The team's philosophical approach to designing sustainable environments is based on three fundamental processes:

Climate Analysis
The team must first respond to the nature of the local climate in which the project is located. The climate in the Española area can run from mild to harsh depending on the season and on the area. Winters may see temperatures below zero with several inches of snow to very mild with little to no snow. The design need to be sensitive to these conditions and be able to react to these varying temperature swings. Other climatic conditions include wind, sun and drought. Our design team will analyze these conditions and design the facility that provides protection from these elements as well as the potential use of wind and solar

energy systems. Energy conservation will include also use of natural day lighting to reduce electrical demand, building orientation to allow passive solar heating and similar such design techniques.

Site Study

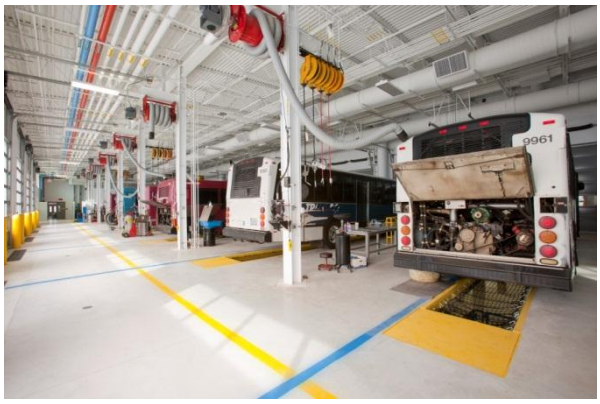
The climate analysis is carried onto the site by studying the action of sun, shade, wind and rainfall; and the potential microclimates and outflows created by interaction with topography, vegetation and existing structures. The team will then study the impact of adjacent sites and built environments on the project site, using a variety of tools to begin shaping the composition including the use of a computer-generated massing model to study the behavior of sun and shade.

Building Envelope Modeling

After studying climatic and site factors, the team will proceed to shape the building envelope in concert with the internal building program. Our focus is on controlling the interaction of sun, wind and rain on the roof, walls and fenestration of the building. Several dichotomies emerge which must be orchestrated, such as the access for daylight versus the shading against solar radiation, the use of natural ventilation versus humidity control and so forth. Building materials are selected based on their performance in the envelope as well as their intrinsic sustainable attributes.

6. Provide familiarity and experience in designing buildings which utilize vehicle exhaust air control systems.

OSHA requires that there be a source capture system to collect the exhaust from vehicles that are running in a maintenance shop to protect the health of the people working in the shop. The most convenient way to collect the exhaust fumes is with an overhead hose reel lowered from above to connect to vertical exhaust locations on buses or to the floor for lower tailpipes on body-on-chassis style buses. Exhaust temperatures vary from diesel buses with a temperature range of 650° to 850° F and for CNG buses a range of 1200° to 1600° F which requires a much higher temperature hose to prevent the hose from melting. To conserve energy, it is best to have an individual fan and duct to the outside at each hose reel location. This type of system uses much smaller fans instead of a system that gangs together all of the hose reels into one ducted system and a much larger fan, which uses more energy as it is providing enough volume to collect the fumes from all locations.



Vehicle Exhaust

7. Describe firm familiarity and experience with soundproofing of maintenance facilities and the impact to adjacent office work areas.

Noise in a maintenance shop is inevitable, but there are a few design strategies to help mitigate sound migration to office work areas. One plan is to strategically locate spaces like storage areas and restrooms between the shop areas and the work areas which naturally creates a sound buffer. Locating noisy equipment like compressors and air piston pumps into a room instead of in the open shop will reduce the noise of some equipment. In conjunction with these two strategies the building separation walls between the shop and office areas can be filled concrete block or insulated wall panels from floor to ceiling, which keeps the sound from migrating over the top of the walls into office areas that may have an open ceiling or drop down ceiling tiles. Sound absorption panels can also be utilized to create noise barriers between spaces.

Lube/Compressor Room to contain the fluids and the noise for the pumps and compressor

8. Demonstrate the ability and understanding of the installation and pipe requirements for vehicle washing equipment in cold and/or dry climates.

Washing buses in climates where the temperatures regularly get below freezing is common in many facilities in North America. The most optimum solution to protect the wash equipment and piping from freezing is to provide a facility with interior circulation for buses with the bus wash located within a building. This facility design keeps the buses from freezing up after washing and eliminates the ice build-up on the ground at the exit of the wash from the water that is carried off with the bus. If the bus wash is outside, the equipment and piping should be protected with a heated bay and equipment room. The bay should have high-speed roll-up doors to keep the heat in the building. The bus wash should be heated with radiant heating systems that heat the mass of the building to floors and walls instead of heating the air, which will escape when the overhead doors open during each wash. The exit of the wash should be south facing so that any water runoff that may ice up will have a better chance of melting from the heat of the sun. Bus washes can use anywhere from 70 to 400 gallons per wash depending on the manufacturer.

Interior wash bay

Dry climates that have limited water supply should utilize a water reclamation system to recycle the majority of the water for water conservation. Most bus washes with a water reclamation system are able to prevent 80% of the water from being sent to the sanitary sewer system.

9. Describe firm experience and familiarity in designing buildings exposed to severe winter conditions.

Interior Bus Circulation

Bus operating facilities located in cold weather climates require additional consideration in design. If the maintenance facility has several overhead doors, these are better located facing south as the north side of a building tends to get more ice build-up. Many facilities our Team has designed in cold climates have interior bus parking and circulation drive aisles to keep the buses warm and melt any snow and ice that builds-up on the chassis. In some cases this can keep buses from having to be started a couple of hours prior to entering service, which wastes fuel and pollutes the environment.

10. Describe drainage system design experience and address system ability to adequately process vehicle sludge and runoff resulting from day-to-day operations in a varying climate.

Recent upgrades to the state and federal requirements place emphasis on not only stormwater runoff quantity, but now includes stormwater quality. In fleet operations this presents challenges in mitigating the contamination of runoff from areas where buses and fleet vehicles are stored. Our most common approach on projects now include design and specification of filtration and oil-water separators to treat storm flows before they enter streams and lakes. In some instances, we have provided parking areas to allow permeable pavements to provide infiltration of stormwater rather than off site discharge. The use of settling basins and bio-swales are technologies that can further “polish” the runoff from industrial parking. In areas where contamination can be caused by the day to day bus operations, such as fuel lanes and vehicle wash, we include canopy covered and enclosed buildings to allow the collection of high concentration contaminants and minimize stormwater being introduced.

11. Provide experience and familiarity with designing a building with multiple-zone heating requirements.

Transit facilities offer challenges to the mechanical engineer for heating the building. These facilities include conventional office spaces, industrial work floors and roll-up doors that allow great loss of heat during cold weather. The approach to solve each of these is different. If the office space is large, zoned systems using hot water may be the most economical for energy. This heat may come from gas fired boiler systems, solar, ground source heat pumps or electric. These systems can be highly efficient, but require diligence in their maintenance. If the office areas are limited, electric heat may be the best solution. In large open areas, radiant heat, either gas or electric may be the best solution. Common in shop areas, we are now using under floor heating, with recirculation water supplying the heat. The desire here is for quick recovery after a roll-up door is opened. In all cases, we will perform life cycle and energy modeling to determine the trade-off benefits of first cost construction, energy costs and maintenance.

12. Describe firm experience and familiarity in designing a public building wired for internal and external security systems, two-way radio communication systems, AVL/CAD systems, and computer network infrastructure.

Today's transit system buildings relay heavily on an integrated telecommunications and data cabling system that allows interoperability between internal and external security systems, two way- radio systems, Computer Aided Dispatch(CAD) and Automated Vehicle Location (AVL) systems. It is necessary to provide internal and external security to allow and monitor public access to the building areas via electronic access control, and closed-circuit television monitoring during normal business hours. After public business hours access is strictly controlled by providing access to the administrative and maintenance areas of the building to authorized staff only. Closed circuit television is necessary to monitor activity inside and outside of the facility to deter illegal trespass and potential criminal acts such as theft and personal assault and to provide evidence for prosecution of any criminal acts that may occur. Transit operations require instant two-way communications to the transit vehicle in operation and use computers heavily to control dispatch operations and routing. It is also important to know where a vehicle is at any time with GPS updates to operations and dispatch indicating location, speed and direction of the dispatched vehicles. All of these systems can use a consolidated preinstalled information transport system (ITS) tailored to the facility's requirements that includes security systems, CAD/AVL systems, two-way radio, telecommunications and data networks, building automation system, fueling systems, maintenance systems and others.

13. Provide experience with construction projects using state and/or federal funded programs.

With several hundred maintenance and operations projects in our collective experience, federal and state funding programs are a regular requirement to our design, specifications and resulting construction and must meet the requirements of the Buy American Act. Additionally, as the project documents are prepared we coordinate with the agency for inclusion of requirements for the general contractor to provide the needed data to ensure they can document to their funding sources where the money is spent. This not only applies to the conventional building construction but to equipment as well.

14. Demonstrate firm familiarity and experience with design and construction of fueling stations using gas/diesel and/or alternative fuels such as compressed natural gas or liquid propane gas.

Fueling buses is a key component of the maintenance service function for a transit operation. The fuel facility location is important so that the circulation flow of buses is efficient and safe to be able to fuel buses during the available window of time when buses are not in service. The infrastructure for the fuel island includes the aboveground or below grade tanks that need to provide access for delivery trucks to fuel without interrupting the service operation. Below grade tanks require leak detection monitoring, and both require spill containment. Compressed natural gas (CNG) systems require compressors to compress natural gas delivered through a pipe to the site on which the gas is stored in high-pressure vessels to be transferred to the storage tanks on the buses during the fueling process. Diesel fuel can be dispensed inside of a building and therefore provides a better working environment for the service technicians. However, due to the flammable nature, both gasoline and CNG have to be dispensed outside of a building or under a canopy. With each type of a fuel there should be a fuel management system to track and control the fuel and fluids such as oil and engine coolant (anti-freeze) that is dispensed into the buses. Other functions

that can be completed while the bus is being fueled include collecting fares, quick cleaning of the bus interior, and topping off any fluids.

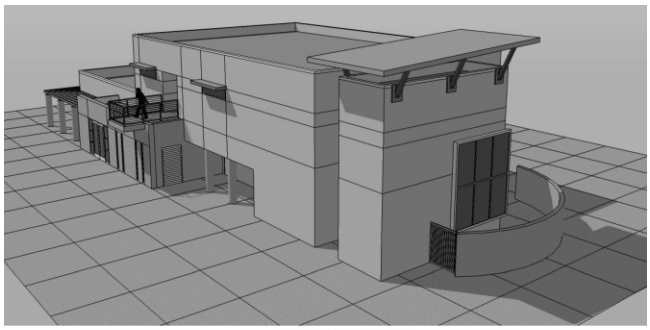
Interior fuel bays

LNG Fuel/Service Canopy

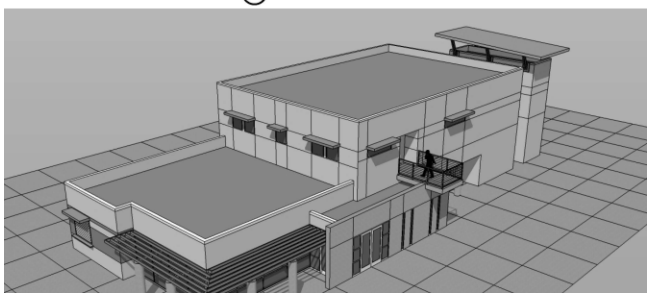
15. Describe firm experience in integrating photovoltaic systems for electrical generation and hot water systems into facility design.

Transit and federal projects have taken the lead in sustainable approaches to alternative energy. Through projects like our White Sands Missile Range police station replacement we have experience in solar water heating. This was also featured on five Land Port of Entry projects along the Canadian border for the US Customs and Border Protection. Photovoltaic arrays have been provided at Fort Bliss, El Paso, TX; LA Metro, Los Angeles, CA; as well as other transit projects in southern California and Arizona. These systems require integration with conventional controls and switchgear and have helped us achieve LEED certifications at various levels.

HUITT-ZOLLARS
www.huitt-zollars.com • (505) 883-5022



A2 SOUTH EAST ELEVATION



Las Cruces Intermodal
Transit Facility
Las Cruces, NM

1. DEMONSTRATED ABILITY

1. Demonstrated Ability to Meet Owner's Programmed Project Vision, Scope, and Schedule on Previous Projects

Huitt-Zollars, Inc. has extensive experience in the design of transit and related vehicle maintenance and operations facilities as illustrated in Section 2 of our proposal. Additionally, we have brought to our team Maintenance Design Group (MDG) a nationally recognized consultant specializing in the programming and planning of vehicle maintenance facilities. MDG will provide the programming efforts for the project. Throughout the project Huitt-Zollars will lead the team through programming, site evaluation and schematic design phase services. Together our team will provide the North Central Regional Transit District (NCRTD) a functional, cost effective, technologically advanced and flexible design to meet the maintenance and operational needs of the current and future staffing and vehicle fleet.

The Huitt-Zollars Team anticipates utilizing the following Project Approach for the Planning and Design of the project. We feel that, while this approach delineates a detailed description of what we anticipate the requirements for this project, a final Scope of Work will be developed with direct input from the NCRTD staff to ensure our team meets the overall project goals for the new Transit Operations and Maintenance Facility.

TASK 1 – PRE DESIGN PHASE

1.1 Site Investigation

Our design team will thoroughly investigate the existing site and facility to ascertain current conditions and the modifications necessary to accommodate the anticipated addition and renovation. A complete topographic survey will be prepared indicating all existing improvements and design requirements.

1.2 Programming Sessions

Huitt-Zollars / MDG will conduct several programming sessions with appropriate NCRTD staff to determine / confirm space needs, special relationships, project goals and space utilization. Energy efficient design solutions will be addressed and investigated as appropriate for the project. A Program Document will be prepared that will serve as the design guideline for the new construction.

1.3 Code Review and Analysis

We will perform a complete review of all-applicable codes and regulations. This review will include review of all State, and local fire and building codes and standards.

1.4 Environmental Assessment

An Environmental Assessment will be conducted during this phase of the project which will include "environmental justice assessments and Title VI equity assessment as required by FTA, with the goal of a Categorical Exclusion result.

1.5 Value Engineering

Based on the review and inspection, we will research the building products currently available and match their specifications to the needs of the facility. Building materials and systems will be reviewed and selected based on the best value and long term operations for each.

TASK 2 – PROGRAM CONFIRMATION

The Design Team will review and evaluate the functional requirements for input into the design process to ensure the facilities address the needs of the Client.

2.1 Programming Questionnaire Development/Preliminary Data Collection

The first sub-task in the Program Confirmation effort is to develop a tailored and comprehensive survey instrument or interview questionnaire to be used during the program confirmation session with Client staff, and stakeholders. During subsequent onsite program confirmation interviews, the Design Team will review the previously developed program documents and space needs programs, and the completed program surveys. From this information and the data collected during the staff interviews and tours the Design Team will confirm and document the requirements for the proposed buildings and campus improvements.

These program confirmation questionnaires will be distributed with detailed instruction to facilitate the best possible response from the Client staff and stakeholders.

Data on the Client vehicles or equipment being operated and maintained will be assembled based upon information provided to the design Team by the Authority. Data to be included in the Vehicle/ Equipment inventory are type, dimensions, weights, quantities, and operating characteristics.

2.2 Kick-Off Meeting and Site Tours

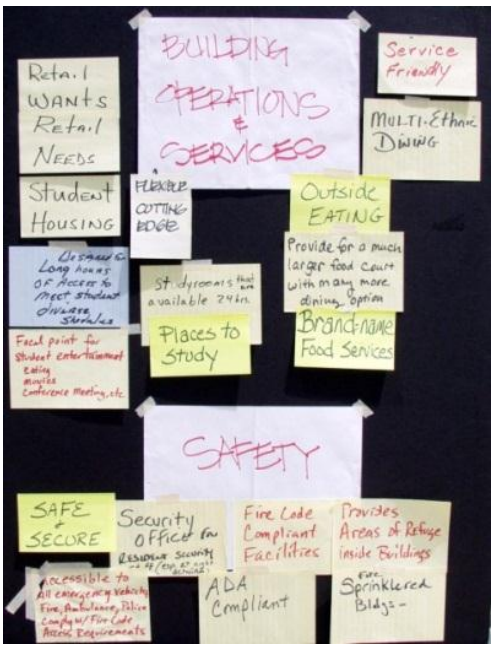
The design Team will begin the on-site portion of the programming effort with a project orientation/kick-off meeting and tours of the existing facilities and the proposed site(s) for the new facilities. During this Kick-off Meeting we will explain our Team's interactive and unique programming and design approach and process. Also during this meeting we will identify ways in which each person can participate most effectively. Tours will be conducted of the existing maintenance and operations facilities. The purpose of the initial tour is to provide the design Team an opportunity to gain a general understanding of the operational characteristics and physical condition of current maintenance and operations procedures.

It is also recommended to visit existing transit operations to allow the Client staff to gain an understanding of operational and equipment options available to be included in the design. The design Team can provide an extensive list of facilities, both locally and regionally, that were designed and completed by the team.

2.3 Existing Operations Assessment

As deemed appropriate, the design Team will perform an assessment of maintenance and operations at the existing facilities to evaluate current procedures and concerns as well as its requirements for the new facility. During the programming interviews with the garage managers and facilities staff, additional information on the operational schedules and maintenance-related issues for each of the existing shops will be collected for comparative analysis. Any information available from prior assessments will be reviewed as they provide a chronological history on the operation and maintenance of the facilities. The design Team will also review the current standards for vehicle washing, vehicle lifts, overhead cranes, and other major equipment to determine which, if any, of these systems are to be included in the facility.

2.4 Identify and Interview Key Staff



The design Team will work with the Client to identifying each of the designated staff to be interviewed and those to participate as members of the Staff Review Committee. Persons to be interviewed should include the Managers, Superintendents, Supervisors, Crew Leaders, Warehousing and Purchasing staff, and other designated staff responsible for a particular area of the operations. Typically, these interviews focus on confirming the number of employees, vehicles and storage equipment, the type of work each person performs, storage requirements, function and responsibilities of each department with which there is significant interface. Specific information to be gathered and discussed during the onsite program confirmation interviews will include, but not be limited to:

- Coordinate with Client design team to determine potential impacts on this project
- Review current staffing plans
- Review vehicle/equipment maintenance needs
- Review existing purchasing and stores policies, procedures, and techniques
- Review site and building security requirements including fare collection
- Review staff support space needs including shower and locker areas, break rooms, vending, etc.
- Review dispatch requirements
- Review training needs
- Review current and projected staffing for administration

- Review frequency of vendors and other visitors to administration and other areas
- Review conference room needs
- Determine number and size of various workstations
- Determine parking requirements for vehicles, employee vehicles, visitor vehicles, and delivery vehicles
- Determine governmental agencies with jurisdictional interest in the project

2.5 *Inventory Existing Facilities*

As part of the program confirmation effort, the Design Team will determine how much space the existing facilities area is currently utilizing. This provides the Design Team and the owner with comparative programming data to ensure a comprehensive program confirmation effort. The inventory will document the spaces by functional area.

2.6 *Analyze Growth Data*

The Design Team will analyze the growth and functional deficiency data provided by Client and will make space projections for a new facility based upon this data for maintenance, staging, vehicle storage, servicing, operations administration, workflow, office interactions dispatching, drivers' lounge, and other issues.

2.7 *Prepare Confirmed Space Needs Program*

Based upon the information learned through the program confirmation process, the programming questionnaires, facility tours, interview meetings, and space utilization inventories, the Design Team will prepare a confirmed design level Space Needs Program. Space allocation projections will be prepared for:

- Interior spaces (offices, shops, maintenance, material storage, equipment storage, bus parking, etc.)
- Exterior spaces (employee parking, visitor parking, material storage)
- Total site area requirements.

The resulting Preliminary Design Criteria Report (which will be the Basis of Design) will include a narrative description of all functional areas and operations, staff and vehicle projections, and the space needs program.

2.8 *Functional Flow Diagrams*

Functional relationship diagrams for areas within the new facility and site circulation flow diagrams will be prepared depicting on-site movement of vehicles and materials. The site circulation and flow will be studied at all phases of operation. The diagrams will be used as a basis for site and concept building planning efforts.

Deliverables:

- Preliminary Design Criteria Report (including Facility Needs Assessment report that addresses the confirmed design level Space Needs Program and other issues set forth on p. 5 of 52 in the RFQ)
- Preliminary report identifying governmental agencies with jurisdictional interest and defining a process with schedule of activities for obtaining approvals of agency and public stakeholders
- Preliminary Environmental Assessment report
- Topography Survey for design
- Geotechnical Report

TASK 3 – SITE MASTER PLAN AND CONCEPTUAL BUILDING DESIGN

The Site Master Plan and Conceptual Building Design Task ensure the functional, proximity and circulation relationships are appropriately addressed. This task includes site and building planning, master planning, phasing planning, estimates and budgeting.

3.1 *Alternative Site Master Plans and Building Conceptual Plans*

The design Team will begin to identify potential site plan alternatives to meet the requirements established in the previous task if required. In addition the Team will begin to develop conceptual level building plans for each structure. This effort is performed during a 5 day onsite Master Planning and Design Charrette working directly with the Client staff and stakeholders to develop alternative concepts for site configuration and general building design. Each day of the "Charrette", the Client staff will review alternatives during a facilitated review session. Based on review comments, selected alternatives will be refined and presented for additional review. A final review session will result in a selected Site Master Plan and Conceptual Building Plans. The Design Team will use the selected concepts to develop an initial cost estimate for the project.

3.2 Site

During the Charrette, the design Team will identify the best possible operational circulation patterns for vehicles, materials and personnel that will provide the most efficient, cost effective, and safest maintenance operation. The design Team will include administration, operations, and maintenance facility, employee, delivery, and visitor parking areas in this planning process.

3.3 Facilities

Using the detailed program data, functional relationship diagrams, and input from the Client staff, the design Team will establish functional area relationships within departments and between workstations. Primary considerations to be industrial work flow, supervision and safety, and review architectural design for functional response to program and adherence to approved concept plans.

3.4 Design Criteria

A comprehensive and detailed Design Criteria is the single most valuable design coordination tool available to the Design Team during preliminary design efforts. Our team will use our vast understanding of transit operations and maintenance facility design to develop a design criteria document for use by the entire design Team and the Client staff to understand the functional, operational, and technical considerations for the project. This will ensure that the design Team is fully prepared to address any issues during planning and design of the new facility. The Design Criteria will identify preliminary functional requirements for building systems including architectural, structural, mechanical, electrical and plumbing such as:

- Establish clearance requirements throughout the project
- Functional areas and equipment to be included on an emergency power generating system
- Lighting levels and type of lighting for all exterior areas
- Lighting levels and type of lighting for all interior areas including administration and maintenance building
- Ventilation requirements for each functional area including repair bays, maintenance shops, welding, battery, steam clean areas, and any lower level work areas

City of Las Cruces Meals On Wheels	HUITT - ZOLLARS	SUMMARY SHEET April 13, 2010

	FUNCTIONAL SPACES	PHASE 1 - 2011		
	SENIOR PROGRAMS NUTRITION SECTION			
	NUTRITION ADMINISTRATION	Occupant Load	Sq. Ft./Person	Square Feet
A1	Nutrition Manager	1	200	200
A2	Office Assistant	1	120	120
A3	MOW Services Supervisor	1	150	150
A4	Client Services Supervisor	1	150	150
A5	Assistant Nutrition Manager	1	150	150
A6	Lead Driver	1	150	150
A7	Office Assistant	4	75	300
A8	Drivers Work Area	10	60	600
A9	Lead Cook	1	150	150
	SUBTOTAL	21		1,970
	Kitchen	Occupant Load	Sq. Ft./Person	Square Feet
B1	Storage			2000
B2	Prep Area			600
B3	Cooking Line			600
B4	Bakery			500
B5	Tray Make-Up/Staging			500
B6	Ware Washing			500
B7	Breakfast Make-up/Staging			1000
B8	Staging Cooler/Freezer			600
	SUBTOTAL			6,300
	Common Area	Occupant Load	Sq. Ft./Person	Square Feet
C1	Training Room	40	15	700
C2	Reception/Waiting	5	40	200
C3	Conference	12	20	300
C4	Break Room	5	60	300
C5	Mens Restroom	3	100	300
C6	Womens Restroom	3	100	300
C7	Unisex	1	100	100
C8	Vestibule	1	50	50
	SUBTOTAL	70		2,250
	Support Spaces	Occupant Load	Sq. Ft./Person	Square Feet
D1	Janitorial/Storage	1	150	150
D2	Mechanical/Generator	1	300	300
D3	Electrical/Data Comm.	1	100	100
	SUBTOTAL	3		550

FUNCTIONAL SPACE SUMMARY		
SUBTOTAL NET SF		
Admin		1,970
Kitchen		6,300
Common Area		2,250
Support Spaces		550
TOTAL BLDG NET SF		11,070
Building TARE Components		
Circulation (16%)	0.16	1,771
Structural (8%)	0.08	886
		2,657
TOTAL GROSS SF PHASE I		13,727

PHASE II-2018	
	Square Feet
Kitchen Expansion (storage)	2,000
Sr. Programs Admin.	
Administrative Office	200
Offices (120 sf ea. 2 total)	240
Admin. Asst.	100
Sub-Total	540
In-Home Staff	
Director	150
Counseling Space (3)	400
Offices (100 sf ea. 5 total)	500
File Room	200
Common Area (5 people)	400
Sub-Total	4,730
Building TARE Components	
Circulation (16%) 0.16	757
Structural (8%) 0.08	378
	1,135
TOTAL GROSS SF PHASE I	5,865

TOTAL BUILD OUT 2018	
Phase I	13,727
Phase II	5,865
TOTAL	19,592

3.5 Sustainable Design

The LEED process recommends an integrated design approach that brings all the design disciplines together with the client team stakeholders at the very beginning of the design process to identify the sustainable approach that will be used for the project. The Design Team will hold a sustainable design charrette on the last day of the concept design charrette to review sustainable design options and complete the LEED Project Scorecard. During this process it will be determined if LEED certification is desired. Through this integrated design approach, a sustainable goal can be established that targets maximizing long term energy and

operational savings, as well as improved personnel spaces and environmentally sensitive materials selection, with minimal initial capital cost impact.

3.6 *Security Plan / Analysis*

The design Team will prepare a narrative security analysis that relies upon active and passive security systems to provide protection for the facilities and personnel using the facilities, including perimeter fencing, gates and camera locations. In addition, fuel management security will also be addressed, including the potential to integrate the fuel management with the facility security.

3.7 *Estimating and Budgeting*

The design Team will prepare cost estimates for each element required by the site master plan and assist the Client in developing a Project Budget inclusive of design and engineering fees, permit costs, construction management fees and infrastructure improvements. The Design Team includes a professional cost estimating firm, Apex Cost Consultants, who has been consistently effective in guiding cost management on similar projects. In addition, the Design Team can if appropriate work with local contractors with significant experience in the local construction market to back check unit material and labor costs and to provide detailed constructability reviews.

Deliverables:

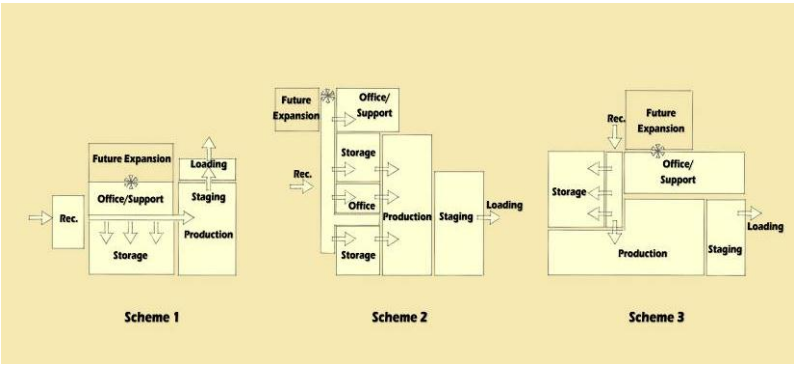
- Design Criteria Report / Preliminary Engineering Documents
  - Selected Site Master Plan (color rendered)
  - Vehicle Circulation Routes On and Offsite
  - Conceptual Building Floor Plans
  - Preliminary Phasing Plan
  - Vehicular Parking and Staging Plans
  - Landscape Plan
  - Initial Security Plan
- Preliminary Building Code Analysis
- Sustainable Design Recommendations
- Preliminary Project Schedule
- Preliminary Project Cost Estimate
- Up-dated Design Criteria Report
- Environment Assessment update, with definition of impacts and proposed mitigation options

TASK 4 –SCHEMATIC DESIGN

The design Team will ensure that the functional requirements, including circulation and proximity relationships, are appropriately addressed in the Schematic Design.

4.1 *Schematic Design*

The design Team will utilize the same Charrette approach to advance the concept design into Schematic Level Documents. During the Schematic Design Charrette, the design Team will develop potential alternative plans to meet the requirements established in the previous task and in the Design Criteria. The Schematic Design Charrette will also be a 5 day onsite Design Charrette session working directly with the Client staff and stakeholders. As with the Master Plan Confirmation and Conceptual Building Design Charrette, each day the Client staff will review alternatives during a facilitated review session. Based on review comments, selected alternatives will be refined and presented for additional review. A final review session will result in a selected Schematic Design Plans. The design Team will further develop the on-site plans into Schematic Design level of detail and provide drawings and plans for recommendation to the Client staff. The schematic design will include preliminary sections and elevations, perspective renderings, selection of building systems and materials, dimensions, areas and volumes and a computer generated model of The Huitt-Zollars Team's recommended solution. Specific architectural drawings will include:



- Cover Sheet
- Index Sheet
- Architectural Site Plan
- Building Floor Plans
- Roof Plans
- Building Elevations
- Building Sections
- Typical Wall Section

In addition, the Team will coordinate the work of each of the consultants and engineering team members, including civil, structural, mechanical, electrical, and maintenance/equipment. The Team will provide outline specifications and design narratives with system descriptions for each technical discipline. Engineering drawings to be prepared will include the following:

- Preliminary Grading Plan
- Preliminary Utility Plan
- Roof Framing Plan (typical bay)
- Single Line HVAC Layout Plan
- Single Line Power Plan
- Lighting Layout Plan (typical bay)

4.2 *Code Analysis & Review of Regulations*

The Design Team will conduct an initial code analysis and will review and evaluate the project with all agencies as required and will interface with all agencies having jurisdiction and will work to resolve all code or compliance issues. Any areas requiring special attention will be so noted and documented. The analysis will include the following:

- Determine adopted codes and standards for applicable jurisdictions.
- Classify hazardous locations for electrical systems.
- Identify design requirements for mechanical systems.
- Determine required fire protection systems.
- Identify, inventory, and classify hazardous materials based on MSDS sheets.
- Define control areas throughout the facility.
- Determine occupancy classifications and separations.
- Identify fire rated construction requirements.
- Identify code and guideline requirements for alternative fuels, if applicable.

4.3 *Equipment Programming*

The design Team will identify, by functional area, maintenance, process piping, and fuel system equipment needed to support maintenance activities. Maintenance equipment includes storage, shop, and wash equipment, lifts, and cranes. Process piping equipment includes compressed air system components (i.e., compressor, dryer, hose reels, filter, regulator, and lubricator) and lubrication system components (i.e., pumps, tanks, hose reels). Identify quantities required, dimensions, and impact on other Design Team disciplines. Finally, a Preliminary Equipment List will be developed and reviewed with the Client staff.

4.4 *Facilities*

The design Team will coordinate operational and equipment related functional requirements for building systems and components including architectural, structural, mechanical, electrical, plumbing, and human engineering, then will review architectural/engineering design for functional response to program equipment.

4.5 *Prepare Cost Estimate*

The design team will prepare an updated cost estimate based upon the completed schematic design drawings and supporting documents. This detailed estimate will be prepared on a quantitative survey basis following the CSI 16 division format.

4.6 *Schematic Design Presentation and Peer Review*

Schematic Design presentation drawings will be developed and presented along with 11” x 17” handout copies to the Client staff for review and approval in an oral presentation. The design Team will also assist the Client in conducting a peer review of the project, if required. Peers to be involved should include Transit agency management, or maintenance personnel from a minimum of four other transit properties. The design Team will present the project to the peers at the beginning of the “peer review”, and will then conduct a discussion and receive feedback about the proposed design. The results of the Peer Review will be documented by the Design Team. The design will be updated to reflect the comments recommended for implementation (chosen by Client) will be implemented in the next task.

Deliverables:

- Site plan (including site security)
- Building floor plans
- Preliminary building sections
- Preliminary building elevations
- Perspective renderings
- Building materials and system selection
- Computer generated model
- Updated project schedule
- Updated cost estimate
- Peer Review Meeting Notes

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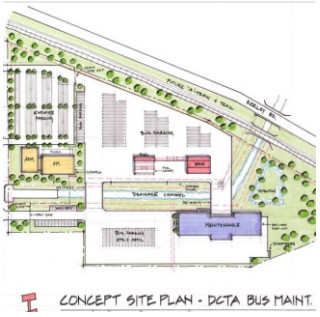


Denton County
Transit Authority
Transit Operations
& Maintenance
Facility
Denton, TX

2. PREVIOUS EXPERIENCE

2. Previous Experience Compatible with the Proposed Project (e.g. type, size)

The chart below illustrates our design team's past experience with transit and similar vehicle maintenance and operations facilities. As can be seen from this chart, our team has extensive design experience in these project types which address the design issues and services anticipated for the NCRTD's Española facility.

	Representative Projects (*Featured Projects)	PROJECT DESIGN ELEMENTS													
		Transit Maintenance Facility	Fueling Facilities/Islands	Vehicle Wash Equipment	Storm Water Management	Programming/Master Planning	Equipment Specifications/Selections	Cold Climate Design Criteria	Dry Climate Design Criteria	Federal/State Funding	Environmental Assessment	Sustainable LEED Design	Multiple Zone Heating	Security & Communications	Photovoltaic/Alternate Energy
HUITT-ZOLLARS, INC.	*Santa Fe Trails Maint. & Operations Facility	X	X	X	X	X	X	X	X	X	X	X		X	
	*Rio Rancho Public Works Maint. Facility				X									X	
	*Las Cruces O&M Complex Master Plan	X	X	X	X	X			X	X	X	X		X	
	*Denton County Transportation Authority Operations & Maintenance Facility	X	X	X	X	X	X			X		X	X	X	
	Land Port of Entries (Northern Sector) DHS		X		X	X		X		X	X	X		X	X
	Harris County North Service Center		X	X	X							X		X	
	Bus Maint. Facility Fort Worth Transportation	X	X	X	X	X	X			X			X	X	
	North Operations & Maintenance Facility (Cap Metro – Austin)	X	X	X	X	X	X					X	X	X	
	James Avenue Service Center, Fort Worth		X	X	X	X	X					X	X	X	
	*City of Dallas Northwest Service Center		X	X	X	X	X					X	X	X	
	Waco Transit Authority Maint. & Operations Facility	X	X	X	X	X	X			X			X	X	
	Metro Union Div. Maintenance & Operating Facility (LA Metro)	X	X	X	X	X	X			X		X		X	X
	Del Rio Sector HQ Maintenance Facility		X	X	X	X	X		X	X			X	X	
MDG	*Swift Gulch Public Works Complex	X	X	X	X	X	X	X	X	X				X	
	*Eagle County Maintenance Service Center	X	X	X	X	X	X	X	X	X			X	X	
	*Summit County Fleet Maintenance Facility	X	X	X	X	X	X	X	X	X			X	X	
	*Ironhorse Transit & Public Works Facility	X	X	X	X	X	X	X	X	X			X	X	
	*Central Ohio Transit Authority Paratransit	X	X	X	X	X	X	X		X		X	X	X	
	*Kenosha Transit Operations & Maintenance	X	X	X	X	X	X	X		X			X	X	
	*City of Phoenix West Transit Facility	X	X	X	X	X	X		X	X	X			X	
	*Capital Area Transit Operations & Maint.	X	X	X	X	X	X			X		X		X	
	*Transpo Emil Reznik Operations Facility	X	X	X	X	X	X	X		X	X	X	X	X	X
	*East Valley Bus Operations	X	X	X	X	X	X		X	X		X		X	

SANTA FE TRAILS OPERATIONS & MAINTENANCE COMPLEX UPGRADES
Santa Fe, New Mexico

OWNER

City of Santa Fe
200 Lincoln Ave., Santa Fe, NM 87501

CONTACT

Mr. Jon Bulthuis
Transit Manager
Santa Fe Trails
(505) 955-2006
jrbulthuis@santa.fe.nm.us

DESIGN TEAM

Prime: Huitt-Zollars, Inc.
PM: John Jarrard, AIA, LEED AP
MEP: The Group
Structural: Chavez/Grieves
Programming: MDG

CONSTRUCTION DATA

Construction Costs:
$3,033,668
Completion: September 2008

RELEVANCE

- Transit Maintenance Facility
- Transit Operations & Dispatch
- FTA Funded
- Northern NM Location

Huitt-Zollars provided the design and construction phase services for the renovations and additions to the Santa Fe Trails Maintenance Complex on Rufina Street in Santa Fe. The master plan identified three phases of project development. The first phase was the renovation and addition to the Administration and Operations building, and the construction of a new free standing bus wash facility to incorporate water reclamation. The second phase was the addition and renovation of the Maintenance Building. Planned future phases are upgrades to the fueling and storage canopies, additions and renovations to the maintenance building, and upgrades to the fueling and storage canopies.

Maintenance Design Group provided programming and master planning for this operations and maintenance complex, which included modifications and expansion on a six-acre site to meet the immediate and long-range needs. Planning involved vehicle maintenance drive-through wash bay, new paratransit operations, and additional operational and administrative spaces, as well as increased building and site security. Existing fleet included CNG-fueled buses, paratransit vans, and non-revenue vehicles.

LAS CRUCES INTERMODAL TRANSIT FACILITY
Las Cruces, New Mexico

OWNER

City of Las Cruces, P.O. Box 2000, Las Cruces, NM 88004

CONTACT

Mr. Michael Bartholomew
Transit Administrator
Road runner Transit (Las Cruces)
(675) 541-2500
mbartholomew@las-cruces.org

DESIGN TEAM

Prime: Huitt-Zollars, Inc.
PM: John Jarrard, AIA, LEED AP
MEP:RBM Eng.
Structural: Desert Eagle
Programming: MDG

CONSTRUCTION DATA

Construction Costs:
$2.7 million
Completion: July 2013

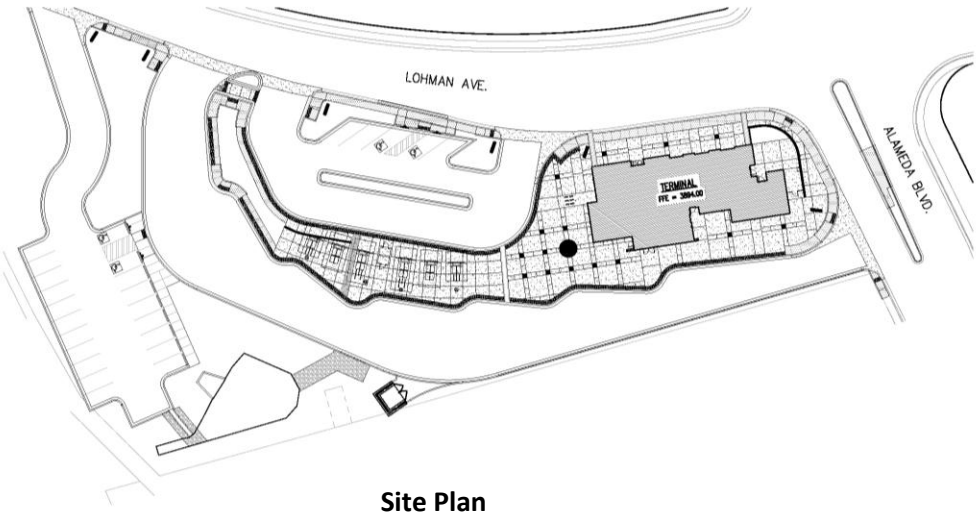
RELEVANCE

- Transit Vehicle Requirements
- Intercity bus Service
- FTA Funded
- Transit Operations Requirements

Huitt-Zollars provided the architectural and engineering design services for the new Las Cruces Intermodal Facility located in downtown Las Cruces. The project provides transfer and ticketing operations for the Road Runner Transit Service, Greyhound Bus Service and NMDOT Park and Ride service.

The project includes a terminal facility with passenger lobby, ticket counters, and support spaces, including restrooms and waiting room. The Las Cruces Transit Department is locating their operational function in the terminal building as well, including offices, driver's break room, training rooms and related support areas. The 1.6-acre site includes long term and short term parking, 12 saw-tooth bus berths for both transit buses and intercity buses. Passenger amenities within the transit plaza and platform include covered waiting areas, information kiosks, warning devices, landscaping, signage and other wayfinding elements.

The design meets the comprehensive plan for future growth and development, and the urban design and streetscape standards that have been developed for the downtown area.



Site Plan

MUNICIPAL OPERATIONS CENTER
Las Cruces, New Mexico

OWNER

City of Las Cruces
P.O. Box 2000, Las Cruces, NM 88004

CONTACT

Mr. Michael Bartholomew
Transit Administrator
Road runner Transit (Las Cruces)
(675) 541-2500
mbartholomew@las-cruces.org

DESIGN TEAM

Prime: Huitt-Zollars, Inc.
PM: John Jarrard, AIA, LEED AP
MEP: Huitt-Zollars, Inc.
Structural: Huitt-Zollars, Inc.
Programming: MDG

CONSTRUCTION DATA

Construction Costs:
$16M (Est.)
Completion: November 2008
Master Plan

RELEVANCE

- Transit Maintenance Facility
- Long Range Master Plan
- FTA Funded
- Site Evaluation
- Site Assessments

Huitt-Zollars provided planning and design services for the proposed new City of Las Cruces Municipal Operations Center. The conceptual design phase included site and building programming, master planning, phasing planning, estimates, and budgeting.

The existing facility on Hadley can no longer meet the facility requirements for the departments located at the complex. A new site has been identified on Motel Blvd. to construct a new complex to house these departments. The master plan identified size and conceptual layout for the following departments:

- Fleet Maintenance
- Facility Management
- Transit Operations and Maintenance Streets
- Traffic and Signage Shops
- Facility Maintenance Shops

Additionally, the master plan provided the space needs and preliminary design concept for the remaining space at Hadley to house the Parks and

DENTON COUNTY TRANSIT AUTHORITY TRANSIT OPERATIONS & MAINTENANCE FACILITY
Denton, Texas

OWNER

Denton County Transit Authority
1660 S. Stemmons, Suite 250
Lewisville, TX 75067

CONTACT

Mrs. Dee Leggett
972.221-4600
dleggett@dcta.net

DESIGN TEAM

Prime: Huitt-Zollars, Inc.
PM: Charlie Aldredge, PE, LEED AP
MEP: Huitt-Zollars, Inc.
Structural: Huitt-Zollars, Inc.

CONSTRUCTION DATA

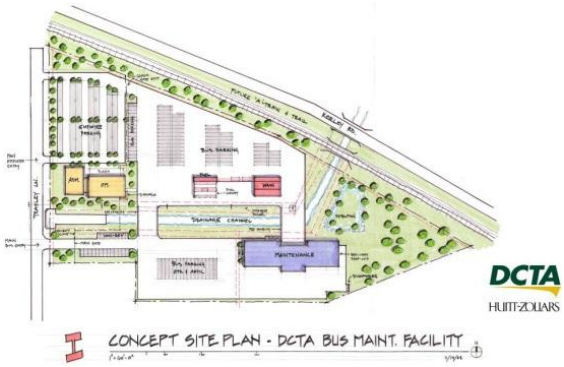
Construction Costs:
$8M
Completion: February 2014 (Est.)

RELEVANCE

- Transit Maintenance Facility
- Fueling Islands
- Vehicle Wash Equipment
- Storm Water Management
- Programming
- Federal/State Funding
- Sustainable LEED Design
- Multiple Zone Heating
- Security & Communications
- Equipment Specifications

The Denton County Transit Authority (DCTA) provides fixed route and demand response transit services to the citizens of Denton County and the surrounding areas and communities. DCTA is currently operating from a temporary building and Maintenance facilities leased from Denton County at the Solid Waste facilities located south of Denton. It is the goal of DCTA to construct a new Operations and Maintenance Facility on property recently purchased in the City of Denton. This new facility is designed to accommodate the staff, drivers and maintenance requirements for a future fleet of 100 larger 40 ft. transit buses and up to 10 articulated buses. The proposed new facility will accommodate the following functions:

- Office areas for Administrative and Operations staff
- Bus Operator (Drivers) support areas (i.e. Training Room, Drivers' Room, Lockers, Restrooms, Dispatch areas, etc.)
- Bus Maintenance office and mechanic support areas
- Bus Maintenance shops and support areas
- Running Repair Bays (sized for standard buses and articulated buses)
- PM/Inspection Bays sized for standard buses and articulated buses)
- Parts Storage areas
- Bus Fueling, Wash & Chassis Wash
- Fare Retrieval
- Bus & On-site Employee Parking



Huitt-Zollars was selected by DCTA to provide comprehensive planning, design services for the new facility and to establish project construction budgets. Due to funding limitations Huitt-Zollars has prepared a phasing plan to meet both current needs and future growth. The team's programming, planning, and design methodology has a single common denominator – client involvement. The projects began with on-site data collection, observations and programming interviews. This approach provided valuable data, insight, and direction.

CITY OF DALLAS NORTHWEST SERVICE CENTER
Dallas, Texas

OWNER
City of Dallas Public Works & Transportation

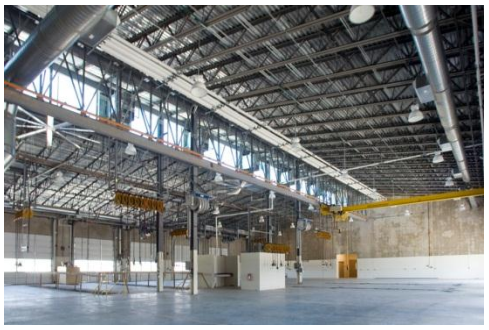
CONTACT
Carl J. Janak
(214) 670-3799
Carl.janak@dallascityhall.com

DESIGN TEAM
Prime: Huitt-Zollars, Inc.
PM: Charlie Aldredge, PE, LEED AP
MEP: Huitt-Zollars, Inc.
Structural: Huitt-Zollars, Inc.

CONSTRUCTION DATA
Construction Costs:
$14M
Completion: January 2006

RELEVANCE
- Fueling Islands
- Vehicle Wash Equipment
- Storm Water Management
- Programming
- Equipment Specifications
- Sustainable LEED Design
- Multiple Zone Heating
- Security Communications

Located at 9801 Harry Hines Blvd. in northwest Dallas, this facility consolidated service and maintenance functions for the City's Equipment & Building Services (EBS), Sanitation and Street Services, and District Four Sanitation operations for this part of the city. The facility accommodates approximately 250 employees initially and 300 in the future. The site also provides concrete paving for parking a city fleet of 285 city vehicles and 228 employee and visitors.



This $14,000, 000 project was a design-build delivery. Huitt-Zollars served as engineer of record and industrial programmer (with the participation of PB / Fleet) for this municipal fleet operations and maintenance facility. The project consisted of a 17-acre municipal site, which included three buildings–a 42,000-squarefoot Vehicle Maintenance facility, 16,000-square-foot Streets and Sanitation facility, and a 10,000 square-foot Vehicle Fueling and Washing facility. Also included were 25,000 square feet of covered storage, 575,000 square feet of pavement, 60,000 square feet of landscaped areas and 4,000 linear feet of security fencing.

Each of the three buildings required new offices, crew, and support and shop spaces, in addition to bulk material storage areas. The new Fleet Vehicle Maintenance facility consists of 8 light repair bays, 8 heavy repair bays, 2 preventative maintenance bays, 1 tire bay, 1 equipment bay, 2 streets vehicle repair bays, 1 chassis wash bay, and 1 welding bay. Additionally, it accommodates a small engine repair shop, tool crib, equipment storage, streets material/barricade storage, fabrications shops, parts warehouse, tire storage, outdoor covered storage and lube/compressor room. The Streets and Sanitation facility houses offices, conference rooms, assembly / training space, lockers, restrooms, and kitchenette / vending areas. The Vehicle Wash facility provides 2 manual wash bays and 1 automatic wash bay, with support spaces that include sanitation cart storage, cart shop and wash/reclamation equipment room. The Vehicle Fuel facility includes 5 fuel islands and 1 bulk refueling station with automated fueling management system and provisions for a future central vacuum system. The project was certified LEED Gold by the USGBC.

HUITT-ZOLLARS
www.huitt-zollars.com • (505) 883-5022

City of Phoenix West
Transit Facility
Phoenix, AZ

3. CONSULTANT PREVIOUS EXPERIENCE

3. Relevant Past Work of Prospective Firm's Proposed Consultants

Swift Gulch Public Works Complex
Avon, CO

Project Data

Client
Town of Avon, Colorado
500 Swift Gulch Road
Avon, CO 81620
Dan Higgins
Fleet Division Manager
970-748-4130
dhiggins@avon.org

Services Provided
Space Needs Program
Site Selection
Master Plan/Concept Design
Equipment Industrial Design
Construction Administration

Fleet Size
42 buses
72 trucks

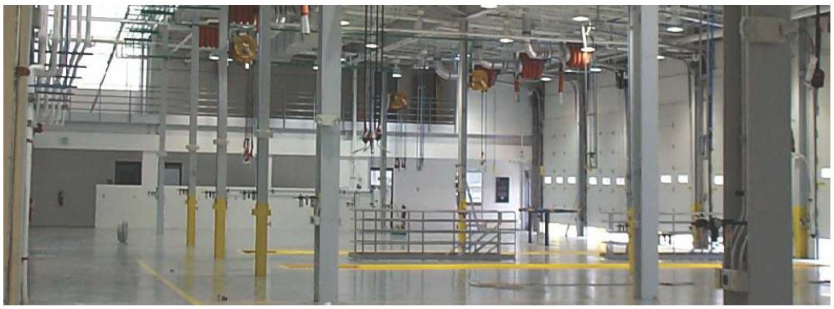
Site Size
6 acres

Facility Size
Administration:
5,800 square feet
Vehicle Maintenance:
22,500 square feet
Wash/Storage Building:
2,400 square feet

Construction Complete
May 1999

Construction Cost
$12,000,000

Maintenance Design Group
www.maintenancedesigngroup.com



The Town of Avon experienced rapid growth and development. Their public works and transit operations and maintenance facilities couldn't keep up with the needed expansion of services. One of the biggest challenges was maintaining buses in a low-ceiling strip mall without vehicle lifts. Without lifts, the ability to work underneath the vehicle was compromised. Poor overhead lighting meant additional portable lighting needed to be used, adding another level of inefficiency and safety concerns.

Maintenance Design Group developed a new bus and town fleet maintenance facility program for the Town, and was asked to provide several iterations of this as the Town explored various options for sharing functions within a new, consolidated facility.

The Town ultimately settled on a challenging site located on a hillside. Using retaining walls and a multi-level design, the consolidated facility accommodates both public works fleet maintenance and transit operations and maintenance functions. The Town plans to move the remainder of their public works operation to this site when funding is available. The operations became so efficient that the Town was able to take on additional maintenance contracts with other agencies such as emergency services, providing additional revenue.

Notable Design Features

- Hydronic heating system is used to heat the fleet building.
- A lower-level work area–a full basement providing easy access to the vehicle undercarriage–is employed in the maintenance building.
- This flexible, multi-purpose vehicle maintenance building accommodates a wide variety of fleets, including transit, public works, and parks.
- The facility blends in with the surrounding landscape in this ski resort area.

Eagle County Maintenance Service Center
Eagle, CO

Project Data

Client
Eco Eagle County Regional Transportation Authority
PO Box 1070
Gypsum, CO 81637
Harry Taylor, Director
(970) 328-3520

Eagle County Road & Bridge Department
PO Box 250
Eagle, Colorado 81631
Brad Higgins, Director
(970) 328-8600

Services Provided
Program Planning
Master Planning
A/E Program Management
Equipment Industrial Design

Fleet Size
24 buses
80 trucks

Site Size
14.2 acres

Facility Size
Administration:
8,600 square feet
Operations:
7,700 square feet
Maintenance:
24,400 square feet
Heated Bus Storage/Fuel/Wash:
20,700 square feet
Wash/Fuel Canopy:
5,000 square feet
Heated Road & Bridge Storage:
13,500 square feet
Covered Storage:
9,560 square feet

Construction Complete
November 2000

Construction Cost
$11,500,000

Maintenance Design Group
www.maintenancedesigngroup.com

Eagle County's (ECRTA) transit maintenance was operating at two sites outside the Town of Eagle. These facilities were already over-utilized, which severely limted ECRTA's ability to grow their fleet and continue to operate safely. The remote location of their bus maintenance resulted in excessive deadhead miles, increased labor and fuel costs, and additional wear on their fleet.

Maintenance Design Group provided a program for a new facility on a large site. With ample room at this new location, the County opted to co-locate the Road and Bridge department with ECRTA. The program detailed elements specific to each department, allowing the County to utilize federal dollars for portions of the project.

With the new facility, ECRTA can maintain its own fleet at a closer location, which has enabled them to run their operation at a savings due to a decrease in deadhead mileage. Indoor, heated storage for the bus fleet means that buses do not have to be idled an hour or more before use in the cold weather months, resulting in a fuel savings, lowered emissions, and less wear on the fleet. Since mechanics don't have to spend time running buses an hour or more before they are dispatched, their time can be more efficiently used to maintain the fleet.

Notable Design Features
- Drive-through heated bus parking.
- Interior heated diesel fuel lane for buses.
- A lower-level work area–a full basement to gain easy access to the vehicle undercarriage–is employed in the maintenance building.
- Site master planned for future expansion.
- Shared facility for transit and municipal operations.

Summit County Fleet Maintenance and Road & Bridge Facility
Frisco, CO

Project Data

Client
Summit County
PO Box 68
Breckenridge, CO 80424
Wayne Byrne
Manager, Buildings and Grounds
(970) 453-3505

Services Provided
Space Needs Program
Site Selection
Facility Needs Assessment
Master Plan/Concept Design
Design Criteria
Design/Build Bridging Documents
Equipment Industrial Design
Construction Administration
Facility Maintenance Plan
Value Engineering

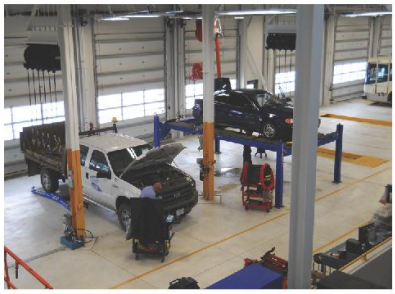
Fleet Size
250 vehicles

Facility Size
Main Facility:
31,000 square feet
Drive-Through Wash:
2,400 square feet

Construction Complete
October 2010

Construction Cost
$14,150,000

Maintenance Design Group
www.maintenancedesigngroup.com



Summit County's old facility had inadequacies which impacted the safety and efficiency of the County's functions. These inadequacies included poor ventilation that also affected the office areas, broken floor slab exacerbated from water drainage issues, lack of space for proper maintenance of vehicles, and unsecured, scattered parts storage.

The County utilized a design-bid-build process to design and construct a new vehicle maintenance facility, wash building, and covered fuel island on an existing County site. A short mountain construction season and operational needs to maintain road and bridge department's snow removal and the transit operations winter skiing schedule made the project time line a challenge for design and construction. The initial programming was for 42,000 square feet of shops, offices, and storage facility.

The new facility houses fleet maintenance for both road and bridge and transit operations. The new facility is ADA compliant and provides sufficient space for efficient inspection and maintenance of the fleet. It also features a consolidated, secure parts room. There are 10 heavy-duty bays, four automotive bays, a fabrication bay, and chassis wash bay. The wash facility is in a stand-alone building housing a touchless wash system with water reclamation. This wash facility is primarily for the transit buses, but allows the County to wash their entire fleet.

Notable Design Features

- The new facilities were designed with sustainable features such as a transpired solar wall, use of high-recycled content in exterior materials, super insulated envelope, extensive daylighting, and radiant floor with reflective coating.
- The maintenance facility includes PM inspection bays with a lower-level work area.
- The facility utilizes a used oil heater to provide auxiliary heat to the fabrication bay.

Ironhorse Transit and Public Works Operations Facility
Park City, UT

Project Data

Client
Park City
Public Works and Transit Bus Departments
1053 Ironhorse Drive
Park City, UT 84060
Kent Cashel
Transit Manager
435.615.5360
cashel@parkcity.org

Services Provided
Space Needs Program
Site Selection
Facility Needs Assessment
Equipment Industrial Design

Fleet Size
64 buses
213 City vehicles

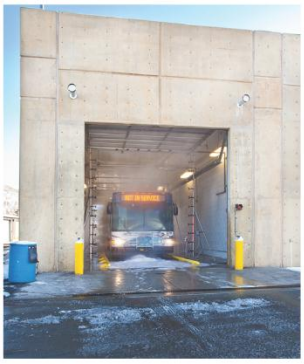
Site Size
7.6 acres

Facility Size
Administration:
4,200 square feet
Operations:
5,100 square feet
Maintenance:
24,800 square feet
Fuel/Wash:
4,800 square feet

Construction Complete
April 2012

Construction Cost
$12,000,000 (est.)

Maintenance Design Group
www.maintenancedesigngroup.com



Park City needed to expand its Ironhorse Transit Operations and Maintenance Facility. The transit system was anticipated to expand significantly and the facility expansion was necessary to accommodate maintenance, operations, and bus storage. After receiving federal funding to expand the transit operation, Park City determined that the best location to expand was the existing facility on Ironhorse Drive. The Ironhorse Facility was also home to the Public Works operation.

To accommodate the growth and expansion on the Ironhorse site, a parking structure was planned to accommodate employee vehicles and some City fleet vehicles. Buses needed to be parking in enclosed, heated buildings to allow them to function efficiently during winter months.

The facility design included an expansion of the maintenance building and a new heated bus storage facility for 44 buses located underneath a 90-vehicle parking deck. Construction of the facility required phased construction so that operations can continue during demolition and construction.

Notable Design Features

- Employee parking is on a deck above the bus parking and wash facilities.
- Construction occurred during the winter and was successfully coordinated around the existing operations
- Fueling operations were moved to the site to alleviate issues with off-site fueling.

Central Ohio Transit Authority Paratransit Facility
Columbus, OH

Project Data

Client
Central Ohio Transit Authority (COTA)
33 N. High Street
Columbus, OH 43215
Michael L. Bradley
Director, Capital Projects and Planning
(614) 275-5867
bradleyml@cota.com

Services Provided
Space Needs Program
Master Plan/Concept Design
Design Criteria
Equipment Industrial Design
Construction Administration

Fleet Size
110 paratransit vehicles

Site Size
10.7 acres

Facility Size
Administration:
4,400 square feet
Operations:
7,900 square feet
Maintenance:
18,000 square feet
Fuel/Wash:
3,800 square feet
Bus Storage:
68,000 square feet
Eligibility Assessment Center:
4,000 square feet

Preliminary Design Complete
July 2009

Construction Complete
December 2010

Construction Cost
$19,000,000

Sustainability
LEED Silver certified

Maintenance Design Group
www.maintenancedesigngroup.com

As a part of an overall plan to improve its service and facilities, Central Ohio Transportation Authority (COTA) needed to develop a new maintenance and operations facility to address expansion in its paratransit fleet size over the next 20 years and vacate space needed for their fixed-route bus fleet. Maintenance Design Group developed a comprehensive Space Needs Program for the new facility and then assisted in the development of an innovative design that provided an opportunity for COTA to significantly improve safety and efficiency of its operations in a state-of-the-art maintenance and operations facility.

The facility houses all administration, operations, maintenance, vehicle storage, and service functions in a single building. Sustainable initiatives were targeted to maximize energy efficiency and a healthy work environment for employees and visitors. These included an underfloor HVAC system in all Administration and Operations areas which improve air quality, comfort, and control, and abundant natural light in all areas to minimize dependence on artificial lighting. The project was bid out in three phases by COTA utilizing a CM delivery method.

Notable Design Features

- Single building facility configuration with all interior vehicle storage allows all paratransit vehicles to circulate internally through vehicle service cycle and to maintenance.
- State-of-the-art Eligibility Assessment Center for eligibility and customer care functions.
- Sustainable design includes a bus wash with a high-efficiency water reclamation system combined with a rainwater harvesting system utilizing underground storage tanks for captured water which, together, minimize the use of potable water in the facility.
- Certified LEED Silver by the USGBC.

Kenosha Transit Operations & Maintenance Facility
Kenosha, WI

Project Data

Client
Kenosha Transit
4303 39th Avenue
Kenosha, WI 53144
Len Brandrup, Director
(262) 653-4290
transit@kenosha.org

Services Provided
Space Needs Program
Facility Needs Assessment
Master Plan/Concept Design
Design Criteria
Equipment Industrial Design
Construction Administration

Fleet Size
65 vehicles or buses

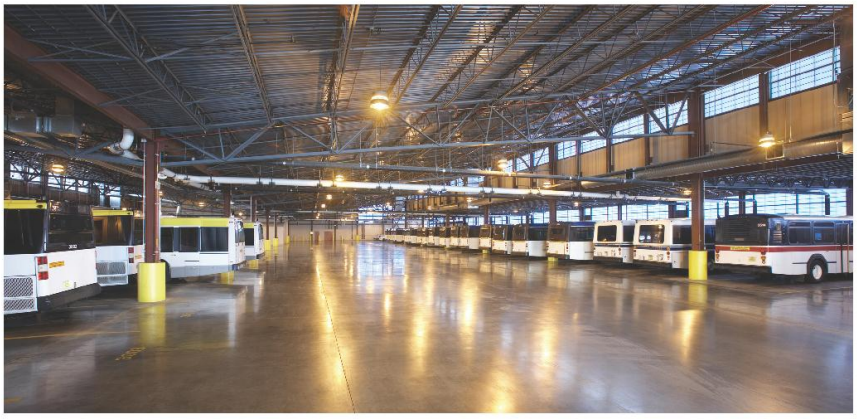
Site Size
11 acres

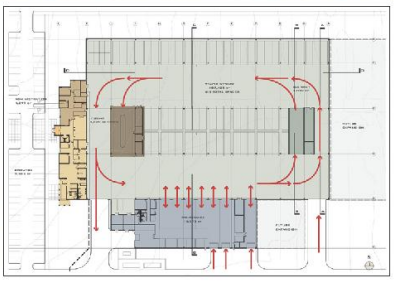
Facility Size
Administration:
4,100 square feet
Operations:
3,700 square feet
Maintenance:
16,600 square feet
Fuel/Wash:
7,000 square feet
Bus Storage:
107,400 square feet

Construction Complete
December 2006

Construction Cost
$13,300,000

Maintenance Design Group
www.maintenancedesigngroup.com





Kenosha Area Transit, a department of the City of Kenosha, operates the bus and trolley rail service in Kenosha and the surrounding areas. Their bus operations and maintenance facilities were very inadequate and could not support the projected growth in the bus fleet. A state-of-the-art Office Area for the administrative functions and Operations Areas were developed in an attached building. The service functions (fuel and wash) were incorporated into the Storage Areas to minimize interior circulation. The Maintenance Areas included six Maintenance Bays (two drive-through), a Chassis Wash Bay, and Shop Areas. Due to harsh weather conditions, the Maintenance Areas were also directly attached to the Bus Storage Area to enable buses to remain in the same building to be maintained or serviced.

Maintenance Design Group was selected as an integral member of a multi-disciplined design team to develop the space needs requirements, prepare a site master plan, and develop the functional and equipment requirements for the new facility.

Notable Design Features

- Bus storage area designed to expand to accommodate up to 20 additional buses.
- Sustainable features incorporated into design include large natural light monitors and lighting control systems.
- The facility configuration allows all buses to circulate internally to maintenance and through the service cycle so that they only leave the facility to go into service.
- Kenosha Transit, as a department of the City, utilized Tax Increment Financing (TIF) as the primary funding mechanism.

City of Phoenix West Transit Facility Design/Build
Phoenix, AZ

Project Data

Client
City of Phoenix
302 North First Avenue
Suite 900
Phoenix, AZ 85003
Reed Caldwell
Deputy Director, Facilities
(602) 261-8997
reed.caldwell@phoenix.gov

Services Provided
Space Needs Program
Facility Needs Assessment
Master Plan/Concept Design
Equipment Industrial Design
Construction Administration

Fleet Size
250 buses

Site Size
25 acres

Facility Size
Administration:
7,900 square feet
Operations:
12,000 square feet
Maintenance:
94,900 square feet
Service Facility (Fuel/Wash):
11,300 square feet

Construction Complete
December 2007

Construction Cost
$37,000,000

Maintenance Design Group
www.maintenancedesigngroup.com

The City of Phoenix identified the need to expand its bus transit operating facility capacity and to provide a new contractor-operated facility on the City's west side. Maintenance Design Group assisted a contractor to successfully win a Design/Build competition by providing bridging document analysis and confirmation, facility master planning, equipment layout, selection and specification, safety signage and functional graphics design, design coordination, and on-site equipment coordination throughout construction.

The West Transit Facility is the most advanced and comprehensive operations and maintenance facility in the Phoenix Valley. Its unique "no-backing up" design makes the facility the first and largest bus operations and maintenance facility with that feature. Comprised of four structures totaling 160,000 square feet, this state-of-the-art facility also includes Administrative Office areas, Operations Support areas, Vehicle Maintenance, LNG Fueling and Bus Wash, Facilities Maintenance Shops, 100 percent covered bus parking, and employee parking. The Dispatch Office is located in the corner of the Administration/Operations Building, affording it a unprecedented 270-degree view of the bus entrance/exit, as well as the entire bus parking area, Covered Fuel and Service Island, and covered parking for all transit and private vehicles.

Notable Design Features

- First in the nation to use 100 percent drive-through design, resulting in time efficiencies in moving and servicing buses.
- Strategically placed maintenance and administration office module situated at the end of the center circulation for an unobstructed view of the entire maintenance facility.
- Five PM/inspection bays configured with lower-level work area with mobile work platforms to facilitate safe under-chassis access.

Capital Area Transit Operations and Maintenance Facility Design/Build
Raleigh, NC

Project Data

Client
City of Raleigh
222 West Hargett Street
Suite 400
Raleigh, NC 27602
David Eatman
Transit Administrator
(919) 996-4040
david.eatman@raleighnc.gov

Services Provided
Space Needs Programming
Site Master Planning
Facility Functional Design
Facility Needs Assessment
Design/Build Criteria
Equipment Industrial Design
Process Piping Design

Fleet Size
125 Buses (Phase I)
200 Buses (Phase II)

Site Size
23 acres

Facility Size
Administration/Operations:
24,100 square feet
Maintenance:
55,100 square feet
Fuel and Wash:
12,000 square feet

Construction Complete
April 2011

Construction Cost
$22,000,000

MDG Contract Amount
$124,000

Sustainability
LEED Platinum

Awards
- American Public Works Association 2012 Project of the Year
- Associated Builders and Contractors of the Carolinas Excellence in Construction and Merit Awards
- City of Raleigh Sir Walter Raleigh Award for Community Appearance
- City of Raleigh Environmental Award for Institutional Innovation

Maintenance Design Group
www.maintenancedesigngroup.com

Capital Area Transit (CAT) was operating from heavily used and outgrown administration, operations, and maintenance facilities located on roughly four acres just outside of Raleigh's downtown area. The facilities were more than 30 years old and were in need of updates, repairs, and expansion, which the current site could not accommodate. The current site, combined with an adjacent lot, held a 90-bus fleet and had inadequate employee parking. Further agency growth was halted until a new facility at a larger location was developed, so time was of the essence. To speed the completion of the project, a design-build approach was used to deliver the facility. MDG assisted a local Design Team and contractor to deliver fast tracked, 60% bridging documents in just three months so construction could start as soon as possible.

The maintenance facility includes eight running repair bays, one repair bay for articulated buses, five PM/inspection bays, a paint booth sized for articulated buses, one body repair bay, one chassis wash bay, a comprehensive service facility (with two lanes that include fare retrieval, expandable to four), diesel fueling, interior cleaning, and a two-bus wash lanes. The design team worked with numerous natural and man-made challenges on the 23-acre site, including wetlands, extreme topography, electrical distribution power lines, limited access, and tree conservation zones.

Notable Design Features
- Geothermal wells provide high efficiency heating and cooling.
- Radiant floor heating in the large maintenance building to help maintain optimum thermal conditions.
- Reflective white roofs and concrete rather than asphalt paving that minimizes the heat-island effect, reducing demand on air conditioning systems.
- Natural light through windows and skylights combined with sensors on the light fixtures reduce the amount of energy used for lighting the buildings.
- Water-saving plumbing fixtures and rainwater collection cisterns were utilized to minimize water usage from the municipal system.
- The materials selected for the facility include rapidly-renewable and long-life durable local materials.

Transpo Emil "Lucky" Reznik Operations Facility
South Bend, IN

Project Data

Client

South Bend
Public Transportation Company
(Transpo)
901 East Northside Blvd.
PO Box 1437
South Bend, IN 46624-1437
Mike Stahly
Director of Maintenance
(574) 239-8901
mstahly@sbtranspo.com

Services Provided

Space Needs Program
Facility Needs Assessment
Master Plan/Concept Design
Design Criteria
Equipment Industrial Design
Construction Administration

Fleet Size

76 buses initial fleet
130 buses future fleet

Site Size

12 acres

Facility Size

Administration:
6,400 square feet
Operations:
5,400 square feet
Maintenance:
22,600 square feet
Fuel/Wash:
8,100 square feet
Bus Storage:
117,000 square feet

Construction Complete

December 2010

Construction Cost

$19,100,000

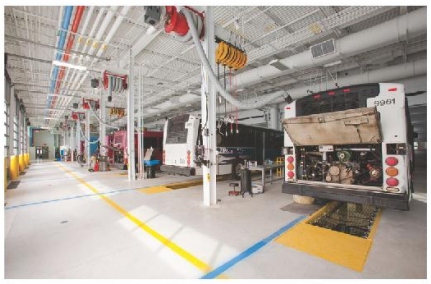
Sustainability

LEED Platinum certified

Awards

2012 AIA Indiana Award Design, New Construction

Maintenance Design Group
www.maintenancedesigngroup.com



Transpo (South Bend Public Transportation Corporation), operates the bus service in South Bend, IN and the surrounding areas. Their operations and maintenance facilities were aged, inadequately sized, and could not support the projected growth in the bus fleet. The new facility designed for Transpo included interior storage for up to 76 full-size buses and the ability to expand to accommodate up to 130 buses. A state-of-the-art office area for the administrative functions and operations areas was developed in an attached building. The facility allows all buses to circulate to the maintenance bays and through the service cycle (fuel and wash) indoors. They leave the facility only when they go into service. The facility includes eight Maintenance Bays (six of which are drive-through), a Chassis Wash Bay, and Specialty Shop Areas.

The facility was designed with a comprehensive set of sustainable features and systems earning certification as the first LEED Platinum transit operations and maintenance facility.

Notable Design Features

- Bus storage area designed to expand to accommodate up to 54 more buses.
- Advanced lower level work area designed for PM inspections.
- Pervious concrete pavement system helps minimize the amount of stormwater runoff and erosion.
- Energy use is constantly monitored to gauge conservation throughout the facility.
- Ground source heat pumps provide energy efficient heating and cooling at office areas.

East Valley Bus Operations and Maintenance Facility
Tempe, AZ

Project Data

Client
City of Tempe
200 East 5th Street, 2nd Floor
Tempe, AZ 85281
Robert Yabes
Principal Planner
(480) 350-2734
robert_yabes@tempe.gov

Services Provided
Space Needs Program
Master Plan/Concept Design
Design Criteria
Equipment Industrial Design

Fleet Size
250 buses

Site Size
25 acres

Facility Size
Administration/Operations:
17,500 square feet
Maintenance:
63,000 square feet
Fuel and Wash:
7,100 square feet

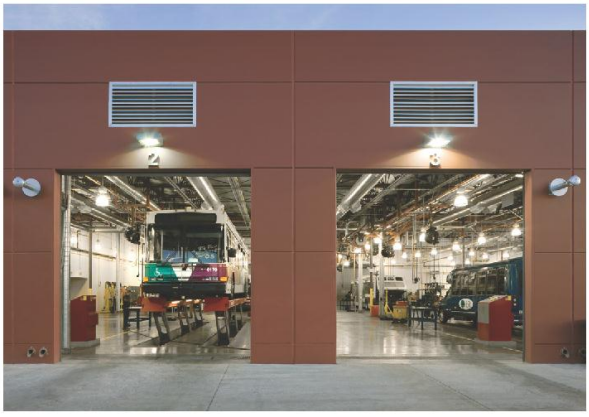
Construction Complete
September 2007

Construction Cost
$35,000,000

Sustainability
LEED Gold Certified

Awards
This project has received the following awards:
- 2007 Valley Forward Environmental Excellence Award of Merit
- 2008 Women in Transportation Innovation Award, Phoenix Chapter

Maintenance Design Group
www.maintenancedesigngroup.com



The City of Tempe Transportation Division provides transit service to the Cities of Tempe, Scottsdale, and surrounding areas. The City identified the need for a new operations and maintenance facility to house their contract-provided service. The maintenance facility supports a fleet of more than 250 CNG, LNG, diesel, and electric-fueled transit vehicles and includes repair bays for standard-length transit buses as well as articulated buses. The facility also includes A/C repair bays, non-revenue vehicle repair bays, chassis wash, a tire bay/shop, and dedicated brake and machine shops. The master plan was coordinated with a future public works yard and included a new fueling facility constructed in conjunction with the East Valley Bus Operations and Maintenance Facility.

Maintenance Design Group was selected as an integral member of a multi-disciplined design team to develop a space needs program, site master planning, facility functional design, facility needs assessment, and equipment coordination services.

Notable Design Features
- LEED® Gold Certification by the U.S. Green Building Council.
- Provides drive-through capability in the preventative maintenance/ inspection bays with mobile work platforms in the lower level work area.
- A City fuel facility was included within the site.
- Bus shade canopies were provided to cover half of the bus fleet.

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Dallas Northwest
Service Center
Dallas, TX

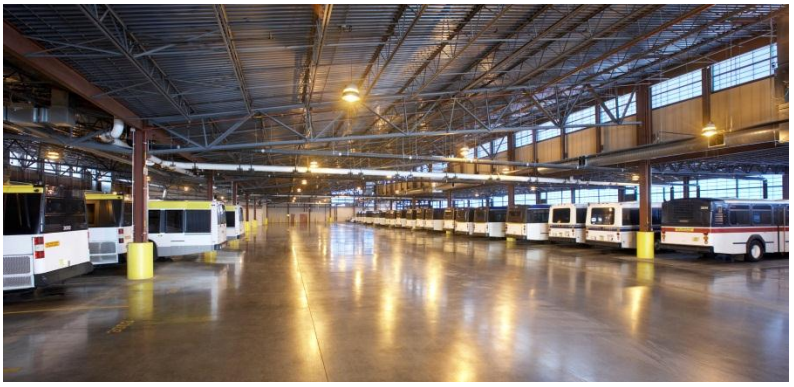
4. PAST PERFORMANCE

4. Past Performance of Prospective Firm and Its Proposed Consultants

Working for municipal, state, county, federal and private sector clients during Huitt-Zollars' 35 plus year history brings NCRTD a depth of experience in project scheduling and cost controls to meet any task that may arise. This includes the very small to the very large projects, projects with an urgent and quick turn-around and the ability to look at each project for its own merits and requirements.

Given the importance to our approach of recognizing the uniqueness of your project, it is also important to execute the work with standard, proven methodologies that institutionally support a coordinated effort. The first step in applying tried and true management techniques to the unique demand of your project is the development of a *management plan* that features effective procedures for controlling cost, quality and schedule.

Once the scope and fee are agreed upon with NCRTD, and the current phase of the work has been resourced by the Project Manager, all of this information is communicated to the team as a part of the *task-specific Work Plan* at a project Kick-Off Meeting. At the kick-off, all relevant project criteria and standards are discussed so that the entire team, including sub-consultants, begins on the same page. The adopted final Work Plan is then monitored in weekly team meetings at which project issues are discussed, including progress on the project since the last meeting and any intervening events or lack of information that might impede progress over the next week. Progress reports are submitted by each discipline leader to the Project Manager prior to weekly team meetings. The Project Manger verifies these reports and consolidates them in a team report to the client, on a periodic basis that reflects the urgency of the overall schedule, but which would be no less than once per month to support invoicing.



Thus, the weekly team meeting is the basic tool for project management monitoring and control of project objectives, such as *schedule control*. First, a Work Plan with schedule is developed by the Project Manager. Second, buy-in is established at the kick-off meeting so that each member of the team knows and agrees to what is expected of him/her and when. Finally, weekly team interaction with the Project Manager and with each other gives the manager a venue for his review of progress on the project. Due to the potential for scheduling complexities on this project, the Work Plan can be expected to include a week-to-week target for each discipline's activities. The weekly discussion will include any topics affecting progress, such as lack of team member or client decision, deficiency in critical information required, unexpected scope elements or unforeseen site conditions discovered, need for the authorization of additional staff resources or application of overtime. Almost anything that can go wrong with regard to schedule compliance will surface in these meetings, which then provide a forum for their early discovery as well as corrective actions. Our project control specialists, for both schedule and cost, will be present at these meetings. Depending on the size of the project, this role will be performed by one of the design professionals or a dedicated team member.

Both quality and *cost control* plans follow similar procedures to those described in connection with schedule control. During the initial planning of the work, the design team will develop a parametric construction cost estimate to confirm that the program we are proceeding into design that will result in a project that can be constructed within your budget. If we do not receive an established budget from NCRTD for the project, we will develop a target in this manner at the earliest possible stage of design. This budget will be based on parametric factors such as cost/square foot for comparable facilities, adjusted for local factors, soils conditions, development constraints, etc. The budget will be broken down by trade and assigned to each discipline lead as a Work Plan goal before detailed design begins. These goals will be monitored as part of the weekly team meetings chaired by the Project Manager. At project milestones, detailed estimates will be developed by professional estimators in progressively greater detail until at the 100% stage of design completion our estimate will resemble an actual construction contractor's take-off for bidding purposes.

It is not surprising that, with these management processes and procedures in place, HZ has achieved an outstanding record of performance as to cost and schedule control, as demonstrated in the matrix below. This is a small sample of a wide variety of project types, size and clients, representative of our ability to meet NCRTD's requirements and expectations.

Huitt-Zollars Cost / Schedule Control	A/E Estimate	Bid Amount	Variance	Design Schedule Days	Actual Completion Days
METRO Line Section LS-3	$17,000,000	$17,000,000	0.0%	360	360
Fort Worth Bus Maintenance Facility, Fort Worth, TX	$19,500,000	$18,877,000	-3.2%	240	240
Capital Metro Maintenance Facility, Austin, Texas	$19,500,000	$17,500,000	-10.5%	120	120
Harris County Flood Control District's North Service Center	$7,350,000	$7,300,000	-0.1%	240	240
Waco Transit Center, Waco, TX	$5,100,000	$4,900,000	-3.9%	180	150
Federal Express Distribution Hub, Fort Worth, TX	$115,000,000	$104,000,000	-9.6%	425	365
Del Rio Sector Headquarters, Del Rio, Texas	$8,100,000	$7,960,000	-1.7%	180	180
Estill Building Renovations, Sam Houston State University	$3,000,000	$2,747,000	-8.4%	140	135
Dining Facility Ramsey Unit 1, Texas Department of Criminal Justice	$3,300,000	$3,185,000	-3.5%	160	155
Alumni Hall Structural Repairs, Prairie View A & M	$635,000	$601,300	-5.3%	60	60
Laredo Border Patrol Station, Laredo, TX	$5,787,000	$5,287,960	-7.9%	126	119
Totals:	**$204,272,000**	**$189,358,260**	-8% (average)		

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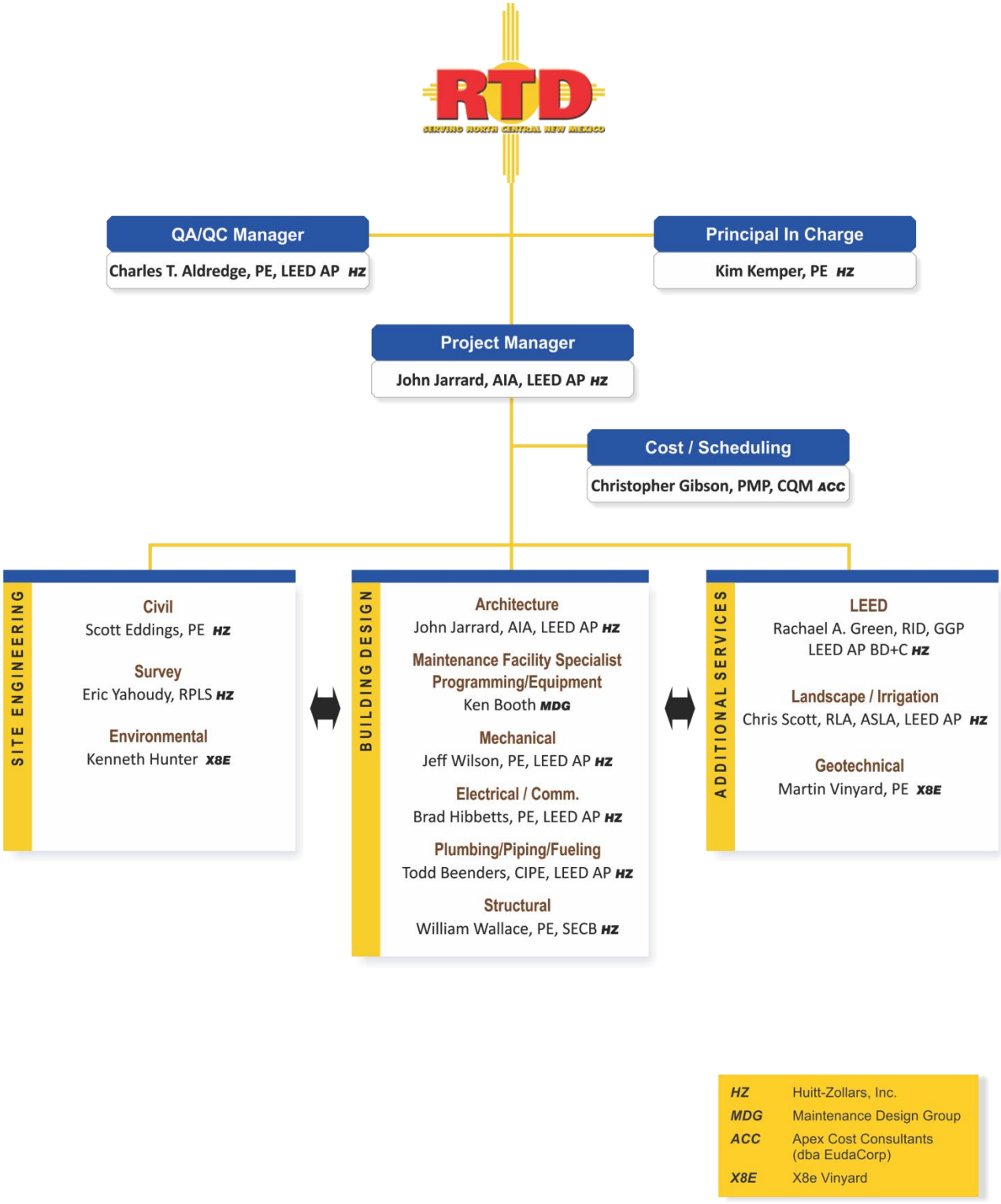
Capital Area Transit Operations & Maintenance Facility Raleigh, NC

5. QUALIFICATIONS OF INDIVIDUALS

5. Qualifications and Experience of Individuals Directly Involved with the Project



JOHN JARRARD, AIA, LEED AP
Project Manager / Architect

Education: Bachelor of Fine Arts, Architecture, University of New Mexico
Registration: Registered Architect: 1983/NM/#1658; LEED Accredited Professional

HUITT-ZOLLARS

Years of Experience: 32

John Jarrard has provided facility design and project management for a wide variety of project types. His transit experience includes planning and design for transit facilities, including operations and maintenance facilities. He is proficient in the use of project management software and utilizes this knowledge in directing and coordinating project resources, project personnel, submittals, and schedules. Relevant design experience includes:

- Municipal Operations & Maintenance Center Master Plan
- Intermodal Transit Facility
- Utilities Maintenance Facility Schematic Design
- Utilities Building Board Room Addition
- Munson Senior Ctr. Addition/Renovation
- Central Kitchen Expansion
- Fire Station Prototype
- Renovations to Fire Stations No.'s 2 and 3
- New Fire Stations No.'s 6 and 7
- Rio Rancho Maintenance Facility
- District 6 State Police Headquarters – Gallup, New Mexico
- Albuquerque Rapid Ride Bus Shelters
- Uptown Transit Center
- Yale Transit Maintenance Facility
- Seven Bar Park 'n Ride
- Fleet Fueling Facilities Upgrades
- Santa Fe Trails Operation and Maintenance Facility Renovations

KIM KEMPER, PE
Principal in Charge

Education: Bachelor of Science, Civil Engineering, New Mexico State Univ.
Registration: Professional Engineer: 1988/NM/#10542

HUITT-ZOLLARS

Years of Experience: 30

Kim Kemper has more than 29 years of experience in the planning, development, design, and quality control for municipal projects throughout the Southwest. He has served as Principal-in-Charge, Project Manager, or Project Engineer for more than 500 projects in the region. His philosophy of achieving project excellence through a collaborative problem solving approach has set him apart in the industry. For more than 15 years he has also maintained a GB98 General Contractors License (New Mexico). His unique background and qualifications bring a distinctive approach to any project from both a constructability and functional perspective. He is the manager of the Arizona, New Mexico and Colorado offices of Huitt-Zollars. As a Senior Vice President of the firm, he is authorized to execute agreements on behalf of the firm, and to commit the necessary staff and resources to complete any task in a timely and effective manner. Some of the projects on which he has served as the Principal-in-Charge include:

- Las Cruces Municipal Operations & Maintenance Center Master Plan
- Las Cruces Intermodal Transit Facility
- Santa Fe Trails Operation and Maintenance Facility Renovations
- Santa Fe Uptown Transit Center

CHARLIE ALDREDGE, PE, LEED AP
Quality Assurance/Control Manager

Education: Master of Science, Structural Engineering
Bachelor of Science, Civil Engineering
Registration: Professional Engineer/Structural: 1988/TX/#64616
LEED Accredited Professional

HUITT-ZOLLARS

Years of Experience: 29

Charles Aldredge is responsible for the design of structures and preparation of specifications related to structural design. His professional experience includes projects involving structures for heavy equipment, foundations and structures and concrete masonry and steel structures above and below ground. Designs have involved various types of live loads, dynamics, water, permafrost, high and low temperatures and shallow and deep foundations. Charlie will also serve as the Quality Assurance Manager for the project. His depth of experience in maintenance facilities will help to assure the project meets the City and industry standards for transit maintenance facilities.

- DCTA Transit Operations and Maintenance Building – Denton County, Texas
- Waco Transit Authority Bus Operations and Maintenance Facility – Waco, Texas
- City of Dallas Northwest Service Center – Dallas, Texas
- City of Dallas Southeast Service Center – Dallas, Texas
- Capital Metro North Operations and Maintenance Facility – Austin, Texas Building 8, CCAD – Corpus Christi, TX

KEN BOOTH
Maintenance Facility Specialist / Programming / Equipment

Maintenance Design Group

Education: Bachelor of Environmental Design

Years of Experience: 17

Ken Booth, Maintenance Design Group's Senior Project Manager in Denver, builds relationships with clients through a balance of design and function. He has been with the firm for 16 years, and his principle responsibilities include programming and equipment industrial design. Ken's ambition is to design functional facilities that are efficient and flexible for future generations, and his enthusiasm for robust design is evidenced in the 150+ successful projects he has completed throughout the United States and Canada. Roughly half of Ken's projects have been for municipal facilities, with the remainder being transit agencies, universities and colleges, and military tactical equipment facilities. Ken believes the foundation of maintenance facility begins with an accurate space needs program based on operational needs and industrial standards. The operation will benefit from an efficient work flow established by prioritizing the functional relationships within an organization.

- Iron Horse Transit Operations Facility, Park City, Utah:
- Eagle County Transportation Maintenance Facility, Eagle County, Colorado:
- Kenosha Transit Operations and Maintenance Facility, Kenosha, Wisconsin:
- Springs Transit, Colorado Springs, Colorado
- Pocatello Regional Transit Facility, Pocatello, Idaho
- Swift Gulch Public Works Complex Avon, CO
- Summit County Fleet Maintenance
- City of Phoenix West Transit Facility

JEFF WILSON, PE, LEED AP
Mechanical Engineer

HUITT-ZOLLARS

Education: Bachelor of Science, Mechanical Engineering,
Registration: Professional Engineer/Mechanical: New Mexico/#21194/2012 LEED Accredited Professional

Years of Experience: 10

Jeff Wilson has served as mechanical engineer on several projects including private and Federal agency assignments. His experience has included new construction and facility renovations. His experience includes preparing engineering analyses and studies including energy conservation/reduction, and performing detailed HVAC design requirements and load simulators for commercial and industrial complexes.

- DCTA Transit Operations and Maintenance Building – Denton County, Texas
- City of Fort Worth James Avenue Service Center-Fort Worth, TX
- City of Dallas Northwest Service Center – Dallas, Texas
- Victor Valley Transit Authority – Hesperia, California
- Maneuver Systems Sustainment Center, Red River Army Depot – Texarkana, Texas

BRAD HIBBITS, PE, LEED AP
Electrical Engineer

Education: Bachelor of Science, Electrical Engineering
Registration: Professional Engineer/ Electrical: 2012/New Mexico/#20857
LEED Accredited Professional

HUITT-ZOLLARS

Years of Experience: 11

Brad Hibbetts has more than 10 years of electrical and MEP engineering experience with eight of those years in project management of MEP and full service A/E design and construction. His background includes design, supervision, preparation of plans and specifications, and inspection of buildings and sites including: light industrial and maintenance facilities, schools, office buildings, multi-family residential, churches, healthcare buildings and more.

- Traffic Operations Center at Hillhouse Satellite Service Center, City of Pearland - Pearland, Texas
- Right of Way and Fleet Maintenance Facilities at Crosstimbers, Japhet and McCarty - Houston, Texas
- New Caney ISD Transportation Maintenance Facility, New Caney ISD – New Caney, Texas
- Liberty Fire Station, Edwards Associates – Liberty, Texas
- New Caney ISD Transportation Maintenance Facility, New Caney ISD – New Caney, Texas

TODD BEENDERS, CIPE, LEED AP
Plumbing/Piping/Fueling

Education: AAS, Construction Engineering
Registration: Certified in Plumbing Engineering (CIPE/CPD): 1984/TX/#3398
LEED Accredited Professional

HUITT-ZOLLARS

Years of Experience: 40

Todd Beenders has 40 years of experience in the engineering design field of plumbing, fire protection, process piping, steam systems, fueling, irrigation, pumping stations, lift stations, well/hydro-pneumatic tank water systems and site utility systems. His project responsibilities include project management, department supervision, project engineer, studies, contract document preparation, and a variety of engineering design roles on numerous facilities. Additional experience related to engineering design includes specification writing, cost estimating, quality control auditing, scheduling, and field coordination and inspection. He has worked on all types of industrial, government, institutional, and private/ commercial projects. Beenders has also had extensive experience in indefinite delivery and design/build contracts.

- DCTA Transit Operations and Maintenance Building – Denton County, Texas
- City of Fort Worth James Avenue Service Center-Fort Worth, TX
- City of Dallas Northwest Service Center – Dallas, Texas
- City of Dallas Southeast Service Center – Dallas, Texas
- Waco Transit Authority Maintenance and Operations Facility – Waco, Texas
- Capital Metro North Operations and Maintenance Facility – Austin, Texas

WILLIAM WALLACE, PE, SECB
Structural Engineer

Education: Masters, Civil Engineering (Structures)
Bachelor of Science, Civil Engineering
Registration: Professional Engineer: Structural 1986/TX/#59641; SECB No. 2158/2008

HUITT-ZOLLARS

Years of Experience: 35

William Wallace has more than 34 years of experience. He has been involved in the design of many highly complex structures. These structures utilized reinforced concrete, structural steel, concrete masonry units, timber, and light gage steel framing and roof deck. Other more highly complex structures were aircraft hangars and vehicle maintenance facilities where long span roof trusses were utilized.

- DCTA Transit Operations and Maintenance Building – Denton County, Texas
- Vehicle Maintenance Shops – Fort Bliss, Texas
- City of Dallas Southeast Service Center – Dallas, Texas
- Vehicle Maintenance Shops – Fort Hood, Texas
- Tactical Equipment Shops – Fort Hood, Texas

SCOTT EDDINGS, PE
Civil Engineer

Education: Master of Engineering, Civil Engineering,
Bachelor of Science, Civil Engineering

Registration: Professional Engineer: 1995/NM/#12856

HUITT-ZOLLARS

Years of Experience: 23

Scott Eddings has 22 years of design and management experience on a wide range of transportation and public works projects. He has been responsible for projects involving land development, water facilities, roadways, intersections, highways, and utility systems while offering a strong background in project entitlements. He is also responsible for projects involving analysis of water/wastewater systems, open channel flow, closed conduit flow, free outfall systems, and retention/detention systems with an understanding of HEC-RAS, HEC-1, StormCad, FlowMaster, and Syncro 7. His in-depth knowledge of the planning process makes it possible for him to effectively and clearly communicate with owners, planners, engineers, and designers throughout the project life. Possessing a thorough understanding of construction means and methods provides a comprehensive set of construction documents which minimizes construction delays.

- City of Las Cruces Intermodel Transit Facility
- Albuquerque Rapid Ride – City of Albuquerque Transit Department
- 7 Bar Park and Ride – City of Albuquerque Transit Department
- Uptown Transfer Center – Albuquerque, New Mexico
- City of Albuquerque Fueling Facilities Upgrades
- Rio Rancho Public Schools, Martin Luther King Elementary School Addition – Rio Rancho, New Mexico
- New Mexico State Police District Six Headquarters – Gallup, New Mexico

ERIC YAHOUDY, RPLS
Survey Manager

Education: Associate of Applied Science, Surveying
Associate of Applied Science, Business Management

Registration: Professional Land Surveyor: 1999/NM/#14273

HUITT-ZOLLARS

Years of Experience: 33

Eric Yahoudy, a Registered Professional Land Surveyor in the states of Texas, Colorado, and New Mexico, has more than 32 years of experience as Survey Party Chief, Field Coordinator, and Survey Manager for a multitude of projects. He is skilled with projects involving boundary, right-of-way, and field design surveys, as well as route and construction staking, subdivision layout, and photogrammetric ground control surveying. Yahoudy is in direct charge of records research, computations, drafting, and crew supervision.

- City Of Dallas Northwest Service Center – Dallas, Texas
- Red River Army Depot, USACE Fort Worth District – Texarkana, Texas
- Allen Station Park Phase I – City of Allen, Texas
- Love Field Modernization Program – City of Dallas, Texas
- The University of Texas System – North Texas

KENNETH HUNTER
Environmental

Education: Bachelor of Science, Geological Sciences, Concentrations in Geophysics and Physics

Registration: Hazardous Waste Operations per OSHA 29 CFR 1910.120
Asbestos Inspector per TSCA Title II, AHERA, Louisiana
Asbestos Management Planner per TSCA Title II, AHERA, Louisiana

X8eVinyard

Years of Experience: 26

Kenneth Hunter is the Environmental Project Manager for X8e Vinyard, and is responsible for Environmental Site Assessment (ESA), Asbestos Sampling, Landfill Gas Monitoring and Soil and Groundwater Investigations. Mr. Hunter has been VAI for 12 years. During that period, he has performed more than 3,000 ESA's and Asbestos Sampling, Landfill Gas Monitoring and Soil and Groundwater Sampling. Previous and on-going projects include governmental and tribal agencies, educational institutions, NMDOT, commercial and private sector clients.

- Asbestos Survey for a Former PNM Facility at 385 Highway 550 in Bernalillo, New Mexico
- Asbestos Survey for Car Rental Facility at the Albuquerque Sunport
- Phase I - Development at intersection of Arenal Rd. & Aniole Del Norte Diversion Facility
- Phase I ESA - Newspaper Office & Printing Facility, 1837 Sosimo Padilla, Belen, NM

CHRIS SCOTT, RLA, ASLA, LEED AP
Landscape Architect

HUITT-ZOLLARS

Education: Bachelor of Landscape Architecture
Registration: Registered Landscape Architect: 2006/NM/#398

Years of Experience: 21

Chris Scott is the Team Leader for Planning and Landscape Architecture for the Huitt-Zollars Dallas office. He has more than 20 years of experience with design, construction and administration of heavy and light industrial facilities, delivery and transfer facilities and small to large manufacturing and headquarters facilities. Site specific design includes courtyards, outdoor dining and break areas, amphitheaters, gathering pavilions and shade structures, entry monumentation, accessibility, soft surface trails, open space and site amenities, ponds, landscape and screening complying with strict local and regional standards, pedestrian and landscape lighting and parking facilities.

- Mesquite WWTP Operations Building
- Love Field Modernization Program
- North Texas Transportation Authority
- Fort Bliss Transportation/Traffic Infrastructure

RACHAEL GREEN, RID, GGP LEED AP BD+C
LEED Specialist

HUITT-ZOLLARS

Education: Associates of Applied Arts/Interior Design
Registration: NCIDQ/TBAE – Licensed Interior Designer – State of Texas
United States Green Building Council (USGBC)
Leadership in Energy and Environmental Design Accredited Professional (LEED AP)
Green Advantage Environmental Certification

Years of Experience: 21

As a LEED AP since 2002, Rachael Green offers areas of expertise in sustainable design thru past and current project experience. Green provides commitment to and interest in broader sustainability topics and their impacts on the public and private sectors while offering a diverse skill set and knowledge base. Project experience in Green Building (design, technical, construction) and experience in assisting projects to achieve LEED certification including educating owners and project team members about sustainable building practices and designs to provide Quality Control and Assurance.

- City of Dallas, Northwest Service Center - Dallas, Texas
- Red River Army Depot – Texarkana, Texas
- Right of Way and Fleet Maintenance Facilities – Houston, Texas
- Northern Port of Entries, Maine
- Denton Municipal LEED Green Training
- F-35 Maintenance Hangar, New Mexico

MARTIN VIIYARD, PE
Geotechnical Engineer

X8eVinyard

Education: Bachelor of Science Civil Engineering
Master of Science Geotechnical Engineering
Registration: Registered Professional Engineer: 1982/New Mexico/#8261

Years of Experience: 38

Martin Vinyard is Principal of VAI, and is responsible for field exploration, and analysis and design for soil and foundation investigations. Vinyard has been in Albuquerque for 20 years. During that period, he has performed more than 4,500 geotechnical investigations. Previous and on-going projects include governmental and tribal agencies, educational institutions, NMDOT, commercial and private sector clients.

- City of Rio Rancho Public Works Department, Maintenance Facility
- City of Albuquerque Park & Ride Facility
- Maintenance Building at Fort Stanton
- 7-Bar Ranch Park & Ride Facility

CHRISTOPHER GIBSON, PMP, CQM
Cost Estimating

EUDACORP 8a, SDB, HUBZone, SBE Certified

Education: Master of Business Administration, Project Management

Registration: Project Management Professional (PMP) USACE Certified (CQM)

Years of Experience: 21

Chris Gibson has experience in development of pre-construction programs as well as providing comprehensive Scheduling and estimating services for various general contractors and M/WBE and 8(a) federal government contractors. Gibson has served as project manager for multiple award IDIQ contracts, the NAS JRB MAAC contract. Software Trained: PACES, Success, MII, MS Project, Primavera, Timberline

- DCTA Bus Operations And Maintenance Facility Denton, Texas
- City of Dallas Southeast Service Center – Dallas, Texas
- Maneuver Systems Sustainment Center, Phase III - Red River Army Depot, Texarkana, TX
- Helicopter Maintenance Rotary Hangar at Naval Air Station North Island, Coronado, San Diego, CA

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Waco Transit Authority Maintenance & Operations Facility Waco, TX

6. PROPOSER/CONSULTANT PREVIOUS EXPERIENCE

6. Proposer's Previous Experience (Numbers of Projects, Sizes of Projects) when working with its Proposed Consultants

Huitt-Zollars has worked closely with both our design consultants chosen for this project. Listed below are brief descriptions of each firm and the projects that we have worked on together in recent years.

Maintenance Design Group - *Programming*

Maintenance Design Group (MDG) is a professional consulting firm which specializes in the planning and design of public works, transit, utility, school, and governmental operating and maintenance facilities. The firm, established in May 1995 and located in Denver, Houston, Baltimore, and Los Angeles, is recognized as one of the leading FIRMS in the United States in the planning and design of maintenance facilities. For more than 20 years,

MDG provides specialized services throughout the facility planning and design process which are critical in enabling clients to achieve their operational goals. These services include:

- Project Management
- Space Programming
- Site Analysis and Selection
- Master Planning
- Conceptual Design
- Process Piping
- Equipment Selection and Coordination
- Value Engineering

A sample of projects done in conjunction with MDG:

- City of Las Cruces Master Plan & Schematic Design for Public Works Operations & Maintenance Facility
- City of Las Cruces Utilities Maintenance Facility
- Denton County Transit Authority
- Santa Fe Trails Transit Maintenance Facility
- LA Metro Union Division Maintenance & Operations Facility
- Gold Coast Transit Facility

X8e VINYARD – *Geotechnical Engineering/Environmental Permitting*

X8E Vinyard, located in Albuquerque, provides geotechnical and material testing services for a wide variety of projects in New Mexico. The firm maintains a testing laboratory and an in-house library of references and computer software analysis and design programs. The firm's participation typically involves site exploration with drill rigs and other sampling equipment to determine site subsurface conditions. The firm then tests selected soil samples in their fully equipped laboratory to evaluate appropriate physical properties of the site soils.

A sample of projects done in conjunction with X8E:

- City of Albuquerque Uptown Transfer Center
- State of New Mexico Veteran's Memorial
- Albuquerque Zuni Tribe, Zuni Wellness Center
- City of Albuquerque On-Call Park & Ride
- State of New Mexico Veterans Cemetery, Fort Stanton
- Roswell ISD, Monterrey Elementary School addition and renovation

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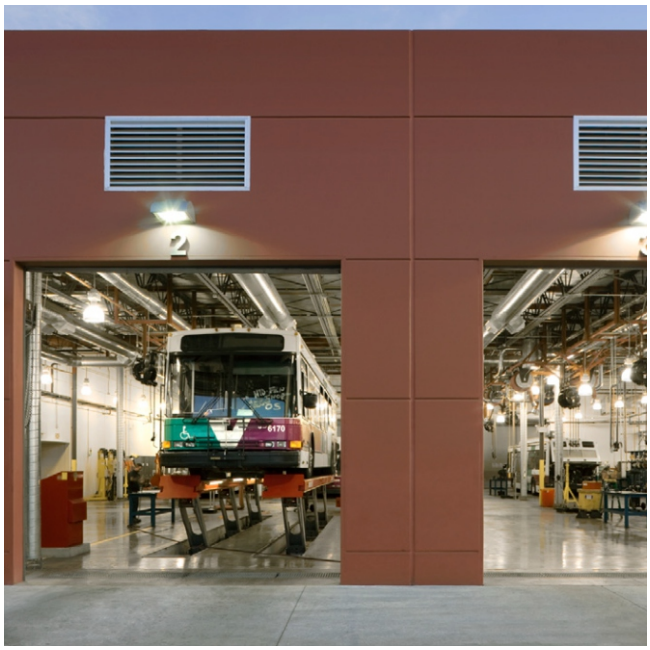
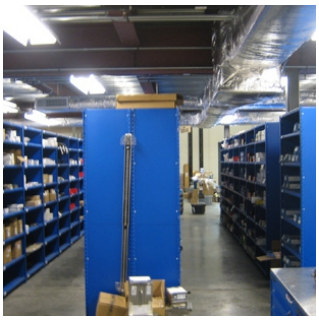


East Valley Bus Operations & Maintenance Facility
Tempe, AZ



7. PROXIMITY TO SITE

7. Proximity of Prospective Firms to the Project Site

Huitt-Zollars' offices are located in Albuquerque, within a one hour's drive to Española. Additionally, Huitt-Zollars has provided design services throughout Santa Fe, Los Alamos and Northern New Mexico and is very familiar the unique cultural and environmental issues of this area.

Huitt-Zollars is currently providing design and construction phase services for several projects in the area.

Projects in Northern New Mexico :

- Santa Fe Trails O & M Addition
- Sheridan Street Transit Mall
- Santa Fe Place Transit Station
- State Capitol Renovations
- NM Veterans Memorial Santa Fe
- Mesa Library Renovations Los Alamos, NM
- Ice Rink Renovations Los Alamos, NM
- Equestrian Facility, Los Alamos NM
- Latir Volunteer Fire Station, Taos NM
- Santa Fe Farmers Market
- NM State Auditorium Santa Fe
- NM State Archives Building Santa Fe

The sensitivity to the New Mexico environment is essential in the development of a design approach for a project in this area of the state. Some of the following strategies will provide positive indoor & outdoor environmental impact, sustainable design/construction /operational practices, while minimizing the construction waste stream not to mention reducing operating costs:

- Water harvesting
- Low water use plumbing fixtures
- Day lighting
- Solar orientation: passive, active, photovoltaic
- Natural ventilation
- Indigenous & locally available materials & resources
- Appropriate materials & uses
- Recycled content materials
- Recycling construction materials
- Appropriate massing & fenestration
- Plazas/courtyards for wind protection
- Shade structures/portals
- Gray water reuse
- Alternative fuel(s)

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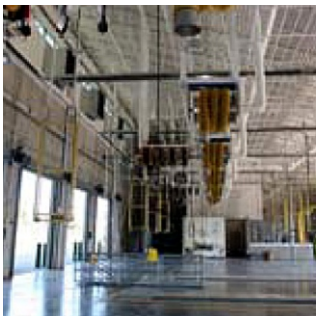


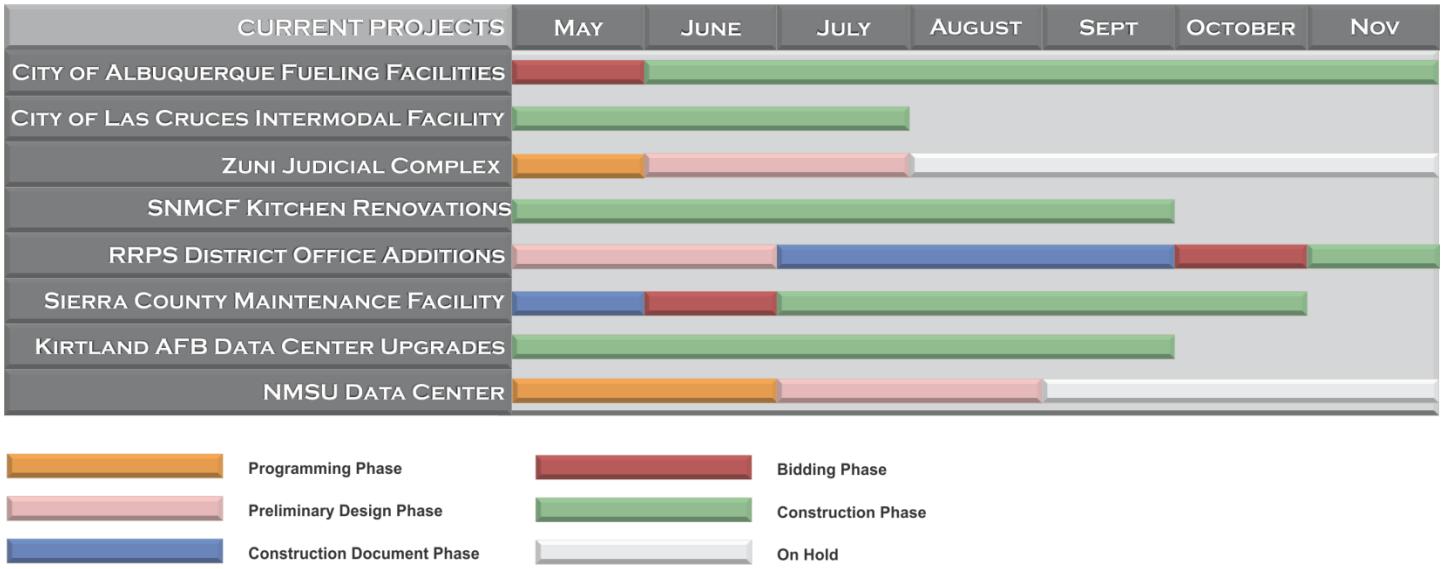
Houston Right Of Way Maintenance Facilities
Houston, TX

8. RESOURCES & CAPACITY

8. Proposer's Apparent Resources and Capacity to Meet the Needs of This Project.

Relationship of the proposed project to other current projects

With our current Albuquerque staff, Huitt-Zollars has the personnel and resources available to provide the anticipated design and production staff required for the design for a transit maintenance facility for NCRTD. A simplified graph of our availability and workload for our office is presented below. This graph is based on current workload and the anticipated projects likely to affect the staffing in the near future.



As can be seen by this chart, much of our current design work will be completed in the next few months, affording us the resources to accommodate the anticipated schedule for the programming, planning and design for your project. However, Huitt-Zollars can add additional staff from our other 18 offices to support any project, if required, due to unforeseen changes in workload, staffing, or project schedule.

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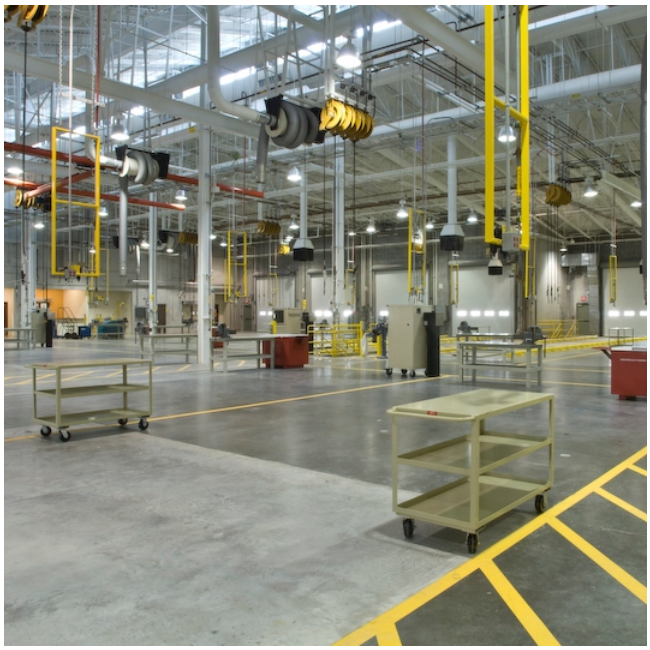


Capital Metro North Operations and Maintenance Facility
Austin, TX

FORMS

Exhibit "A"

CERTIFICATION REGARDING LOBBYING - 49 CFR PART 20
(To be submitted with each bid or offer exceeding $100,000)

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

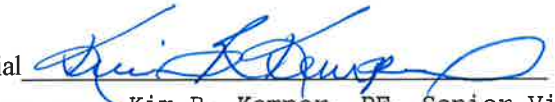
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official 

Name and Title of Contractor's Authorized Official Kim R. Kemper, PE, Senior Vice President

Date 5-21-2013

Exhibit "B"

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

(1) I or We, Huitt-Zollars, Inc. (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:

(a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;

(b) have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;

(c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.

(2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.

(3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.

(4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

5-21-2013
Date

Authorized Representative's Signature

Kim R. Kemper, PE
Print Name

Senior Vice President
Print Title

Exhibit "C"

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of item/s provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Contract**" means any agreement for the procurement of items of tangible personal property, item/s, professional item/s, or construction.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable made to any – District Board Members.)

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size)

_____ _____

Signature Date

_____

Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ 5-21-2013

Signature Date

Kim R. Kemper, PE, Senior Vice President

_____

Title (position)

Exhibit "D"

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORM

The undersigned bidder/proposer has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

X The bidder/proposer is committed to a minimum of 3.9% DBE utilization on this contract.

_____ The bidder/proposer (if unable to meet the NMDOT DBE goal of 3.9%) is committed to a minimum of _____% DBE utilization on this contract and will submit documentation demonstrating good faith efforts.

Name of bidder/proposer's firm: Huitt-Zollars, Inc.

State Registration No. Engr/Surv/Arch COA: 1856301

By _____ Kim R. Kemper, PE, Sr. Vice President
Signature Title

Exhibit "E"

DBE LETTER OF INTENT

Name of bidder/proposer's firm: Huitt-Zollars, Inc.

Address: 6501 Americas Parkway NE, Suite 550

City: Albuquerque State: NM Zip: 87110

Name of DBE firm: Apex Cost Consultants, dbe EudaCorp

Address: 307 W. 7th St., Ste. 1105

City: Fort Worth State: TX Zip: 76102

Telephone: (214) 641-1961

Description of work to be performed by DBE firm:

Cost Estimating Services

The bidder/proposer is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ TBD .

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By Claudia Eudina President

(Signature) Title

If the bidder/proposer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

Exhibit "F"

Confidential Information Disclosure Statement

The North Central Regional Transit District is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act (1978) NMSA §§14-2-1, et seq. Nothing in this agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between District and Contractor. District and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

   Contractor: Kim R. Kemper, PE, Sr. Vice President

   County: Bernalillo

2. Definitions:
   a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified as confidential.
   b) **Discloser** - the party disclosing Confidential Information.
   c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
   d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates will protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the confidential information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

4. Termination - (i) Except as provided in subparagraph (ii) following, upon termination for any reason of the above referenced Agreement, Recipient shall return or destroy all Confidential Information received on behalf of the Discloser. This provision shall apply to Confidential Information that is in the possession of subcontractors, agents, or associates of Recipient. (ii) If Recipient determines that returning or destroying Confidential Information is not feasible, Recipient shall provide to Discloser written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the Confidential Information is not feasible, Recipient shall extend the protections of this Confidential Information Disclosure Statement to such Confidential Information and shall limit further uses and disclosures of such Confidential Information to those purposes that make the return or destruction infeasible, for so long as Recipient maintains such Confidential Information. (iii) The respective rights and obligations of Recipient under this paragraph shall survive the termination of the Agreement of the parties to which this Confidential Information Disclosure Statement attaches.

5. Choice of Law – Without regard to conflict of law provisions, this Statement is governed by and shall be construed in accordance with the laws of the State of New Mexico.

6. Miscellaneous – Except as otherwise provided in the above-referenced agreement Between District and Contractor, all Confidential Information provided under the above referenced Agreement is proprietary in nature and belongs to and shall inure to the benefit of the Discloser. Recipient shall not acquire any patent, copyright, mask work, or trademark rights under this Statement. This Statement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, service, or product; does not create any agency or partnership relationship; may be added to or modified only in a writing signed by both parties, supersedes all oral or implied agreements concerning Confidential Information; and may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.

7. Indemnity – Contractor shall indemnify, hold harmless, and defend District, its Board Members employees, agents, and representatives, from and against all liabilities, damages, claims, demands, actions (legal and equitable), and costs and expenses, including without limitation attorney's fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof or the performance of Contractor's employees, agents, representatives, and subcontractors.

Signed this 21 day of May, 20 13

Contractor	**District**
By	By
Kim R. Kemper, PE, Sr. Vice President	
Title	Title

"We are people committed to understanding and meeting the needs of our clients with quality and integrity"

Huitt-Zollars, Inc. • 6501 Americas Parkway NE, Suite 550, Albuquerque, NM 87110
Tel: (505) 883-8114 • Fax: (505) 883-5022 • jjarrard@huitt-zollars.com • www.huitt-zollars.com

RTD
SERVING NORTH CENTRAL NEW MEXICO

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 6501 Americas Pkwy. NE • Suite 550 • Albuquerque, NM 87110-5372 • 505.883.8114 phone • 505.883.5022 fax • huitt-zollars.com

July 3, 2013

Mr. Anthony Mortillaro
Executive Director
North Central Regional Transit District- NCRTD
1327 North Riverside Drive
Espanola, NM 87532

RE: Proposal for A/E Design Services for New Vehicle Maintenance Facility for the North Central Regional Transit District

Dear Mr. Mortillaro:

Huitt-Zollars is pleased to provide our revised fee proposal for architectural and engineering services for the proposed North Central Regional Transit District (District) vehicle maintenance facilities. Per our recent meeting, I have developed the following Scope of Services with the associated tasks with the revisions you requested.

SCOPE OF PROJECT

The scope of the project is described below and with the following assumptions / clarifications:

- The project will be constructed with in the seven (7) acre site in Espanola, NM
- The estimated budget for this project is $2M
- The current fleet size is 45 vehicles ranging from 40 foot buses to 5 passenger transport vans.
- Fleet expansion is anticipated to be 1 to 2 vehicles per year
- The final design and construction will require LEED certification (Note: No LEED efforts will be required in the Schematic Design Phase)
- All areas will require compliance with ADA accessibility requirements
- The Owner will provide as built documents, if available
- Anticipated New Facilities and Site Improvements are as follows:
  - 3 Bay Maintenance Building
    - One 60 foot vehicle maintenance bay (Optional pending costs)
    - Two 40 foot vehicle maintenance bays
  - Stand-alone Vehicle Wash Facility
  - Vehicle Fueling Station
  - Vehicle Parking areas for buses, vans and support vehicles

SCOPE OF SERVICES

The following is a brief description of the services anticipated for each phase of the design process.

Pre-Design Phase

Kick-Off Meeting
A kick-off meeting with the design team and District personnel will be held to discuss the following:

- Roles and Responsibilities
- Establish goals and objectives
- Establish design philosophy, policies and procedures
- Schedule and Deliverables

Information Gathering
Huitt-Zollars design team will conduct a thorough investigation of the existing conditions of the site including as built information, utility maps, surveys, etc. Additionally, research of constructed similar facilities will be conducted. A tour of similar peer facilities may be held to better understand the facility designs. *(Note: The direct cost for the trip(s) is included in the reimbursable expenses)*

Site Analysis
Information related to the existing site will be gathered to determine site constraints and opportunities to be addressed in the design phase. This will include the following:

- Zoning Analysis
- Geotechnical Report

Environmental Analysis
It is our understanding that the project will be partially funded by FTA through the NMDOT. It is also our understanding that a Categorical Exclusion (CE) was prepared in 2009, and that it has yet to be determined whether the CE is still valid or if additional environmental investigations will be required. Therefore, to obtain environmental certification for this project, the NMDOT Environmental Design Division will be consulted with to establish the necessary level of effort for the environmental certification and resource surveys. This task will involve completing the *Scope of Work Evaluation for Tribal/Local Government Projects Funded through NMDOT* form in coordination with the NCRTD, and submitting the form, along with the 2009 CE, to the NMDOT Environmental Design Division for a determination on the level of effort for environmental documentation.

Space Needs Analysis
A space needs assessment will be prepared to identify required spaces and equipment. Interviews with key personnel from the District will be conducted to determine functional requirements and operational characteristics for the facilities. This information will be assembled, assessed and compiled into a space needs report. The report will included the following:

- Space program requirements for the facility based on information and projections developed as part of the data collection effort.
- Space standards for offices, repair bays, and support spaces.
- Number and size of various workstations.
- Number of repair bays based on industry standards and NCRTD-specific factors.
- Shop area requirements based on function and operational needs.

- Storage requirements for parts, materials, and equipment.
- Parking requirements for employee, visitor, and transit vehicles.
- Identify clearance requirements throughout the project.
- Establish net to gross factors for each functional area of the facility.
- Sustainability requirements, such as day lighting, solar energy, etc,
- Requirements for HVAC, lighting and security
- Data and communication requirements
- Code analysis of site and building. This review will include all applicable codes and regulatory requirements of all relevant Federal, State, and local fire and building codes

Basis of Design Document
Information and data gathered in the pre-design phase efforts will be documented in a bound report that will serve as the basis of the design for the project which will include all findings, code analysis, cut sheets, etc. as outlined above. A draft report will be issued to the District for review and approval. Based on this review a Final Report will be completed.

Schematic Design Phase

Schematic Design Documents
Schematic site plan, floor plans and elevations will be developed to illustrate the concepts as well as identify cost and environmental issues.

Schematic Design Documents will include:

- Conceptual site design including building locations, parking, landscaping and preliminary grading
- Conceptual Floor Plans and Exterior Elevations
    - Vehicle Maintenance Facility
    - Bus Wash Facility
    - Fueling Station
- Conceptual cost estimate

Photovoltaic System Assessment
An assessment of a photovoltaic system integration for electrical generation to be incorporated into the new facility will be assessed as well as to ascertain whether this type system can meet the electrical demands of the existing administration facility and associated costs of the system.

Preliminary Cost Analysis
An analysis of the construction costs will be prepared based on the preliminary design documents for the site and buildings. The analysis will also include costs for wash facility options and photovoltaic systems and required equipment / furniture. If phasing is required, the costs for each phase will be identified. The analysis will also include anticipated soft costs for professional fees, permits, etc. Operating and maintenance costs will be included based on input from the District and from similar peer transit agencies.

Design Report
The design report will include all documentation as appropriate for approval by the District and to provide the basis for the final design. Conceptual design documents will be included, as will capital and operations and maintenance cost estimates. Required equipment purchases will also be included in the cost estimates. The design report will also be submitted to FTA for approval and for grant application for project funding, if required.

SCHEDULE

The following preliminary project schedule has been developed based on the above scope of services. A more detailed and comprehensive schedule will be prepared prior to the start of the design.

	Weeks
• Pre Design Phase	6 (from NTP)
• Owner Review	2
• Schematic Design Phase	6
• Owner Review	2
TOTAL	**16 Weeks**

FEE

Huitt-Zollars' fee for the pre-design and schematic design phases enumerated above will be a fixed fee of $58,400.00 (excluding NMGRT) Reimbursable expenses, as indicated below and as approved by the District, will be billed in addition to the fixed fee indicated.

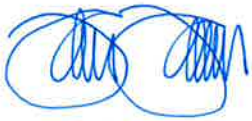
Reimbursable Expenses

Topographic Survey	$ 6,500.00
Additional Environmental Assessment	(TBD)
Tour of Peer Facilities	$ 7,500.00

New Mexico Gross Receipts Tax will be invoiced in addition to these professional and any reimbursable fees. All services will be invoiced monthly based on a percentage of work complete to date. Permit and related application fees for regulatory agencies are not included in the design fees.

We look forward to working with you and the North Central Regional Transit District and are available to start immediately on this project. Please do hesitate in calling me if you have any questions or need any additional information.

Sincerely,
Huitt-Zollars, Inc.



John L. Jarrard, AIA
Vice President

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: July 12, 2013
Agenda Item – D

Title: Approval of Services Agreement No. AGR14-4014 between Los Alamos County, the North Central Regional Transit District (NCRTD), and Avail Technologies, Inc. for the purchase of Intelligent Transportation System (ITS) Components and Services.

Prepared By: Mike Kelly, Transit Operations Manager; Stacey McGuire, Projects and Grants Specialist

Summary: The proposed services agreement is for purchase of Intelligent Transportation System (ITS) that include Automated Vehicle Location (AVL), Computer Aided Dispatch (CAD), Mobil Data Terminals (MTDs) real time passenger information and paratransit dispatch software.

Background: Due to growing ridership and demand for information from riders, NCRTD is in need of an Intelligent Transportation System (ITS). In the early 1990s, Global Positioning System (GPS) data became available to the public making transit vehicle location technology possible. Technology has advanced over the last 20 years and GPS is now a standard in the transit industry.

Some of the benefits and goals of using ITS include increasing ridership by improving the rider's experience; improving efficiencies on many levels, including the utilization of buses and personnel, as well as the collection of data for Federal Transit Administration (FTA) reporting. These benefits also enhance the ability to coordinate with other transit agencies in order to provide a seamless system for riders, improves safety through better tracking of resources (real time knowledge of bus locations in the 4 county –10,000 square mile service area) as well as improved communications with drivers and riders. NCRTD had discussions with Los Alamos County, Atomic City Transit (ACT) and agreed to partner together to secure an ITS system. Los Alamos County, ACT has a total budget of $480,000 available in FY13 budget for a similar ITS project. NCRTD staff worked with ACT staff to develop a Request for

Proposals (RFP) for an ITS system that would accommodate both transit agencies' needs. Working with the ACT on this project has allowed each agency to obtain a better price overall and will allow for better coordination and provide a more seamless experience for riders.

The members of the RFP evaluation team have conducted extensive research of multiple vendors and participated in multiple demonstrations over the past five years in order to best prepare an RFP that met the needs of the District and ACT. The team determined that a hosted system would be the most efficient use of resources and eliminate the need for additional IT resources to operate and maintain a system on-site. A hosted system is one in which all system maintenance associated with the fixed end server equipment is performed by the vendor at a remote location.

A joint request for proposals, via Los Alamos County, under RFP2013-1877, was advertised on April 14, 2013. Five proposals were received on May 17, 2013. The proposals were reviewed by a four member panel made up of 2 Los Alamos staff and 2 NCRTD staff. The panel's recommendation is to award via Los Alamos Agreement AGR14-4014 to Avail Technologies, Inc. The RFP requested that Year One maintenance and hosting fees be included in the initial purchase price (the District's initial cost is $443,440.53). Year Two maintenance and hosting fees for the District will be $28,688.92, of which 50% is eligible for annual operating grant funds. Maintenance and hosting fees will be a recurring annual cost and will increase 5% each year. The term of the agreement is for four years with the option to extend an additional three years. Implementation is estimated to take approximately nine months. In summary, the project includes the implementation of the following items:

1. Automatic Vehicle Location (AVL);
2. Mobile Data Terminals (MDTs);
3. Computer Aided Dispatch (CAD);
4. Global Positioning System (GPS);
5. Bus stop monitors;
6. Real Time Passenger Information via hosted website, text messaging, and smart phone applications;
7. Next bus information related technologies;
8. Maintenance and hosting; and,
9. Paratransit Scheduling Software.

Los Alamos County Council approved this Agreement on June 25, 2013.

Recommended Action: Approval of Services Agreement No. AGR14-4014 between Los Alamos County, the North Central Regional Transit District (NCRTD), and Avail Technologies, Inc. for the Purchase of Intelligent Transportation System (ITS) Components and Services and authorizing the Executive Director to sign the Agreement.

Options/Alternatives: The Board could choose not to approve this Agreement, which could result in the loss of the $272,000 Federal Grant (Veterans Transportation & Community Living Initiative) and the $88,000 Federal Grant (5311) funds. These funds awarded for this project would remain unused and would most likely be lost, and could potentially reduce future grant awards to the District. Additionally, should the board choose not to approve this Agreement, Los Alamos County would be required to re-write the Services Agreement No. AGR14-4014 between Los

Alamos County, the NCRTD, and Avail Technologies, Inc. for the purchase of an ITS Components and Services. This would cause Los Alamos County further delays and possibly risk the encumbrance of their FY13 funds for the project.

Fiscal Impact: The FY 14 budget included $450,000 for the purchase of an ITS. Federal and State funding will provide ~80% of the cost. The components of the funding are as follows:

- $272,000 Federal Grant (Veterans Transportation & Community Living Initiative)
- $62,000 Federal Grant (5311)
- $116,000 Local Match (20% VTCLI & 50% 5311)

Attachments:

- Avail Technologies Best and Final Offer for RFP 2013-1877
- Agreement AGR14-4014
- Avail Technologies Proposal Response (not attached due to size of documents are the supplemental information, however it is available to review at the District's Administration Office)

ENHANCE YOUR RIDER'S EXPERIENCE.

June 4, 2013

Jose Carreño, Buyer
Procurement and Material Management Division
101 Camino Entrada, Bldg. 3,
Los Alamos, NM 87544

RE: Response to Request for Best and Final Offer for RFP2013-1877 for Vehicle Intelligent Transportation System (ITS) and Accompanying Technologies

Dear Mr. Carreño:

Avail Technologies, Inc. is pleased to submit our response to your *Request for Best and Final Offer for RFP2013-1877*. Avail understands the important nature of this project and has provided a solution that meets the needs of Atomic City Transit (ACT) and North County Regional Transit District (NCRTD), not just today but for many years into the future.

We understand the significance of this investment and the fact that you are not making this investment merely to get technology, you are making this investment because of its potential to help you achieve the Vision you have been working towards for over a decade to ***"improve mobility within and to and from Los Alamos"*** and that you want ***"...a user-friendly, efficient, multi-modal system...coordinated with other systems in the region".*** ACT and NCRTD are dedicated and passionate about providing your customers with the best possible service to enhance their experience but also to improve their lives and welfare and you both have been recognized for your achievements. Congratulations to ACT's team on your Award of Achievement from the Federal Transit Administration for ***"highest percentage of growth in transit ridership"*** in your state in a non-urban transit program, and to NCRTD's team on recently being honored by the New Mexico Department of Transportation (NMDOT) as the ***Job Access and Reverse Commute (JARC) 2012 Transportation System of the Year***.

Avail shares that same passion and dedication. Avail was founded specifically to serve transit agencies just like yours and we have been a valuable partner in building success stories all around the Country. We have been successful because of our commitment to our Customers and our strong desire to make them successful in achieving their vision. Some examples of that success include:

- Hugh Mose, CATA – 2010 APTA Outstanding Transit Manager
- CATA – APTA Outstanding Public Transportation System
- Rich Farr, Rabbit Transit – 2010 PPTA Manager of the Year
- Bill Nichols, RVT – 2012 PPTA Manager of the Year
- Peter Varga, The Rapid – APTA Vice Chair

- The Rapid – APTA Outstanding Public Transportation System
- And many more…

What does each of these agencies have in common? They all chose Avail as their ITS partner and solution provider. Avail is blessed to have a family of customers comprised of some of the leading transit agencies in the Country and peers of ACT and NCRTD who we are proud to say utilize our technology solutions every single day to provide the most safe, efficient, and reliable service and are rewarded with increasing ridership, industry recognition, and the highest levels of customer satisfaction. And at one time or another they were all exactly where you are today: faced with the daunting task of choosing a technology vendor and making a significant investment that will have a profound impact on your operations for the *next decade and more*.

On top of the fact your choice of partner on this project will have a profound impact on your operations for the next decade or more, you have faced several challenges during this procurement. The loss of Clovis as part of the team; having to go back out to bid again and start all over; we also understand you have lost staff whose involvement was key throughout this process. Given all that happened just during the procurement, you can start to question how your teams are going to be equipped to shepherd the actual *project* through to completion.

Avail very much wants to be your partner, and if we are fortunate enough to be selected, the number one commitment we can make to you is this: Avail will be the **single point of responsibility** to deliver a turnkey system and we will do the heavy lifting needed **guarantee your success**. We take this commitment seriously but we make it with complete confidence. Avail has been doing this for over twenty years and through our Progressive Technologies and Unique & Innovative Processes, we have built a standing reputation in the industry of always following through on our commitments. And it is our old-fashioned Traditional Values belief that nothing is more important than the success of our customers that motivates us to not stop until we achieve them. We live and work by a simple credo, and that is *the best thing for us as a Company is to always do what's best for our customers*. That's why after all this time and scores of systems being deployed, our proudest accomplishment is to be able to say that every customer Avail has ever had is still a customer today! Our goal is to partner with you for life!

Our BAFO

Avail is providing a solution that it the most forward thinking and innovative on the market today, and it is designed and engineered with sustainability and backwards-compatibility at its foundation to last you a decade or more as evidenced by our current customers. We have systems we deployed in 1999 and 2000 still operating today with original equipment, providing tangible benefit and reliable operation. When you factor in the longevity and sustainability, our solution will provide you with the **lowest total cost of ownership** over the life of the system.

Based on our meeting and conversations from the previous RFP process and the current RFP and BAFO request, we understand that your focus is:

1. To purchase the Base Solution (ACT.1 and NCRTD.1 with quantity changes) plus Option 4 Paratransit;
2. To minimize the impact to operational budgets;
3. To follow a full-service hands-on turnkey-approach to training and deployment to ensure your success;

Previously during the original RFP process, we spent much time finding ways to provide all the requested features and still ensure success **without reducing the level of service and training we**

know are required, therefore, the aggressive cost reductions were all realized in the previous proposal since we started with that pricing as the basis for the response to the new RFP.

What we have hopefully communicated in our written words, our discussions, and through our references is it isn't just the cost of the solution that is important but it is the value that our overall offering supplies in the many years to come that is most important. The value our solution offers far outweighs the price paid and most certainly far outweighs any comparison to the competition. Value comes in many ways in our proposal, to having people constantly available to provide additional training when needed, 24/7 phone support, and other services to make the transition to the new solution seamless and trouble-free. But there are other additional value-added aspects to our offering that we feel are truly unique and set us apart from the pack.

Reduction in Price

The reduction in scope asked for the BAFO letter included reducing 6 vehicles from the NCRTD fleet which included the associated installation services for those 6 vehicles and the elimination of the 6 LED signs. The resulting overall reduction in the base proposal was $125,291. This reduction puts the base proposal under the overall stated budget for the project. We also were able to get a BAFO from our paratransit scheduling software partner Stratagen, resulting in a $4,885 reduction in Option 4. So the overall reduction from our proposal submitted on May 17th is **$130,176**.

In addition, in the previous RFP discussions, you expressed interested in us providing possibly an option to capitalize your cellular data plan costs so as not to impact your operational budget. We can provide a monthly cellular data plan rate of $10/mo. per bus. We would handle all setup and payment with your stated preferred provider Verizon and we would manage the plans so you never have to worry about data overage charges, etc.

Please find the attached revised price forms with the BAFO pricing. Avail will hold the pricing for equipment for 3-years and all out-year pricing for future purchases is escalated by 5% per year after the contract award.

Value Added Services and Features

As we indicated earlier we'd like to highlight some of the unique value-added services that Avail is proposing. This list is in no way comprehensive, but is just a reminder that there are a lot of things we do that add up quickly to provide tremendous value to our offering:

- ☑ We provide as many hours onsite and in training as you need to be successful. We will not charge you for additional classes, etc.
- ☑ We provide our industry exclusive follow-on adoption support training ***(F*A*S*T)*** where we continue to proactively come back to your facility in person to ensure we transform your operations through effective use of our solution. This is in addition to our annual regional forums where we have the added benefit of our customers sharing experiences and knowledge.
- ☑ We will help you promote and unveil all of your new passenger information technologies and provide support for rider training to ensure you get maximum positive exposure within the community
- ☑ We will work with you and your FTA representative to get your system certified to streamline your NTD reporting process

- ☑ We will work with your planners to train them on how to use and analyze the wealth of data coming from our system to refine your schedules within the first 6 months of ownership to improve your on-time performance and cost per route
- ☑ We will work with your finance department to document areas of ROI and cost savings through the use of our system to ensure you can claim success with your stakeholders and tax payers within the town, County, and State to ensure your investment is seen as fiscally responsible

Again, that is just a partial list, but we hope you see the value in these services to ensure that you achieve every goal and objective that is leading you to invest in ITS technologies in the first place. We feel that these services are invaluable and truly are what distinguish us from others in our industry.

Closing Thoughts on the Future

This is an exciting time for all that are involved in this project. This is an exciting time in Avail's history as well, as we continue to quietly grow and expand our family of satisfied customers. We are committed to R&D investment and it shows in the quality and innovation of our product suite. The commitments we are making to you in our proposal and this offer we make with confidence because we have a **100% track record of success** and over a decade and a half of experience under our belt performing this exact scope of project for agencies just like you. We hope as you reflect on our proposal, our meeting together, our references, this offer, and all of our interactions together, you get a sense of the thoroughness and commitment we will bring to bear to make you and this project a success.

We thank you for the opportunity to propose our solution to you. We hope that the overall value we are providing shows our commitment and desire to being your partner. We also believe that your best partner is one who will provide the best in products, services and overall value; and we believe that to be Avail Technologies.

We look forward to becoming your partner and welcoming you into the Avail family of customers.

Sincerely,

Dorsey Houtz	Kevin McKay	Rick Spangler	Jeff Pogue
President, Founder	VP Programs	VP Customer Relations	VP Operations

cc: Jill Carothers, Management Analyst
cc: Philo Shelton, Public Works Director

(ACT and NCRTD)
SUMMARY RECAP
PRICE / FEE SCHEDULE
for
Integrated Intelligent Transit System

ITEM DESCRIPTION	TOTAL PRICES / FEES	Maintenance Fee
Total Proposed Cost for ITS System *(reflect total from Tabs ACT.7 + NCRTD.7)*	$ 875,662.78	$ 44,415.27
Indicate additional cost savings based on coordinated trips for installation, training, and maintenance below. These savings are contingent on ACT and NCRTD both awarding a contract with the selected vendor.		
ACT Savings due to coordination	$ -	$ -
NCRTD Savings due to coordination	$ -	$ -
Total Proposed Cost for ITS Systems *(reflect total from Tabs ACT.7 + NCRTD.7)*	$ 875,662.78	$ 44,415.27

Total Proposed Cost for AVA System (Option 1) *(reflect total from Tabs ACT.7 + NCRTD.7)*	$ 353,074.15	$ 8,000.00
Total Proposed Cost for APC System (Option 2) *(reflect total from Tabs ACT.7 + NCRTD.7)*	$ 679,701.94	$ 8,000.00
Total Proposed Cost for Automated Bus Inspection System (Option 3) *(reflect total from Tabs ACT.7 + NCRTD.7)*	$ 81,303.21	$ 16,030.48
Total Proposed Cost for Paratransit Scheduling Software (Option 4) *(reflect total from Tabs ACT.7 + NCRTD.7)*	$ 100,567.92	$ 12,902.58
Total Proposed Cost for Interactive Voice Response (Option 5) *(reflect total form Tabs ACT.7 + NCRTD.7)*	$ 61,986.93	$ 8,565.85
Total Proposed Cost for Options *(reflect total form Tabs ACT.7 + NCRTD.7)*	$ 1,276,634.16	$ 53,498.92

Signature: _____ Date: 6-5-13

Tab ACT.1

Intelligent Transportation Core Systems including AVL, MDT, CAD, GPS, real time passenger information system, and next bus related technologies.

Pricing / Fee Schedule

Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment /Hardware					
Project Design, Implementation and Testing	Project Design, implementation and Testing	**1**	$ 187,881.18	$ 187,881.18	$ -
Other (identify)	N/A		$ -	$ -	$ -
			Subtotal for ITS Core System	**$ 187,881.18**	**$ -**
Equipment /Hardware					
Equipment /Hardware	Includes Mobile Data Terminal, GPS Receiver, Antennas, Cables, Standard Warranty, etc. *(costs of all items associated with AVL operations)*	**38** **(Includes 3 spares)**	$ 2,399.09	$ 91,165.23	
Labor	Onsite installation – per vehicle	**35**	$ 1,348.91	$ 47,211.99	
Other (identify)	WLAN/BIB	**1**	$ 3,061.81	$ 3,061.81	
			Subtotal for ITS Core System	**$ 141,439.03**	
Software Application					
Software (Year 1)	Includes all software costs, licenses, etc. *(costs of all software items associated with AVL operations and real time passenger information system)*	**Site License** **(Users)**	$ 32,186.00	$ 32,186.00	
Software Maintenance (Year 2)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 14,461.87
Maintenance Inflation Rate - (Years 3 - 7)	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)	Runcutting and Scheduling Software (See cost below the total)	1			
			Subtotal for ITS Core Software Application	**$ 32,186.00**	**$ 14,461.87**
Bus Stops					
GPS	Obtain GPS Coordinates -bus stops.	**375**	**Included**		
QR Codes	Installation and hardware of sign plates and QR Code decals.	**375**	$ 26.94	$ 10,103.97	
	Hourly rate for additional bus stop technology improvements.	**Included No Charge**			
Other (identify)			$ -	$ -	
			Subtotal for Bus Stops	**$ 10,103.97**	
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1 including web site for passenger information system.			$ 7,348.34	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				$ 7,715.76
Hosting (year 3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Cellular Data Plans	Cellular Data Plan for each vehicle and sign installation. Show unit cost per month per vehicle.	35	$ 12.26	$ 5,150.94	$ -

Tab ACT.1

Intelligent Transportation Core Systems including AVL, MDT, CAD, GPS, real time passenger information system, and next bus related technologies.

Pricing / Fee Schedule

Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Cellular Data Plans	Cellular Data Plan for each vehicle and sign installation. Show unit cost per month per sign.	3	$ 74.50	$ 2,682.15	$ -
Other (identify)			$ -	$ -	$ -
			Subtotal for ITS Core Hosting	**$ 15,181.43**	**$ 7,715.76**
Monitors & Signage					
Monitors	LCD Monitors - minimum size 55" diagonally – Built for outdoor conditions *(audio not provided with monitor)*	**1**	$ 10,749.40	$ 10,749.40	
Labor Monitors	Includes: Installation, hardware, outdoor enclosure, solar power and cellular connectivity for an outdoor environment. (*Solar Power not available for this size sign)*	**1**	$ 3,717.77	$ 3,717.77	
Signs	LED Signage – ***Three*** -line electronic display sign - minimum size 44" x 8" *(includes audio)*	**2**	$ 13,558.92	$ 27,117.84	
Labor Signs	Includes: Installation, hardware, solar power and cellular connectivity for an outdoor environment.	**2**	$ 4,375.04	$ 8,750.09	
			Subtotal for ITS Core Monitors & Signage	**$ 50,335.10**	
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training For ACT Staff *(includes operators, supervisors dispatch, maintenance & admin. staff) (Hours provided are for Scheduling and Runcutting System, other training is included in price) (See below the total line below)*	Hrs			
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)(Ongoing Training Hours are provided for Scheduling and Runcutting system, all other hours are included in price) (See below the total Line)*	Hrs/ Days			
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is required).*	Included No Charge	$ -	$ -	
Other (identify)			$ -	$ -	
			Subtotal for ITS Core Training & Support	**$ -**	
			Total Cost for ITS System *This amount to be inserted in Tab ACT.7*	**$ 437,126.72**	**$ 22,177.63**

	Optional Schedule and Runcutting Software - Schedule Masters		
Schedule Masters	Runcutting and Scheduling Software	Includes Training, 1-year of Maintenance	$ 156,519.73

Tab ACT.2

Automatic Voice Announcement (AVA) System – Option 1

Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for AVA operations *(example: cables, GPS receiver & antenna, limited/standard warranty, etc.)*	**34** **(Includes 3 spares)**	$ 898.50	$ 30,549.00	
Labor	On-Site Installation	**31**	$ 3,121.98	$ 96,781.47	
Other (identify)	*The IVU which is included on the APC tab, is required to integrate with equipment like the AVA system. So if the AVA is chosen and the APC is not, you need to include the line on the APC page labled with the IVU.*		$ -	$ -	
			Subtotal for AVA Hardware	**$ 127,330.47**	
Software Application					
Software	Shall Include all necessary software , licenses, etc., for AVA operations	Site License **Users**	$ 20,000.00	$ 20,000.00	
Software Maintenance (2 Year)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 4,000.00
Maintenance Inflation Rate - Years 3 through 7	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for AVA Software Application	**$ 20,000.00**	**$ 4,000.00**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1			Included in Base	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				Included in Base
Hosting (Years 3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for AVA Hosting		
LED Signage					
Signs	Internal LED display sign	**34** **(Includes 3 spares)**	$ 719.53	$ 24,463.86	
Labor	On-Site Installation	**31**	Included in AVA Installation		
			Subtotal for AVA Signage	**$ 24,463.86**	
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for ACT staff *(includes operators, supervisors dispatch, maintenance & admin. staff)*		Included		

Tab ACT.2

Automatic Voice Announcement (AVA) System – Option 1

Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
		Hrs/Days			
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	Hrs/Days	Included	$ -	
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for AVA Training and Support	**$ -**	
			Total Cost for AVA System *This amount to be inserted in Tab ACT.7*	**$ 171,794.33**	**$ 4,000.00**

Tab ACT.3

Automatic Passenger Counter (APC) System – Option 2

Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for APC Operations *(example: cables, antenna, limited standard warranty, etc)*	**34** **(Includes 3 spares)**	$2,290.66	$ 77,882.36	
Labor	Onsite Installation	**31**	$3,047.53	$ 94,473.56	
Other (identify)	IVU - Hardware necessary for addition of Annunciator or APC system on Vehicle	34	$3,931.74	$ 133,679.32	
			Subtotal for APC System	**$306,035.24**	
Software Application					
Software	Shall Include all necessary software for APC operations	10 **Users**	$ -	$ 20,000.00	
Software Maintenance (Year 2)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 4,000.00
Maintenance Inflation Rate - Years 3 through 7	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for APC Software	**$ 20,000.00**	**$ 4,000.00**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1		Included in Base		
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				Included in Base
Hosting (Years 3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for APC Hosting	**$ -**	
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for ACT staff *(includes operators, supervisors dispatch, maintenance & admin. staff)*	**Hrs/ Days**	Included		
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	**Hrs/ Days**	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for APC Training and Manuals	**$ -**	

Tab ACT.3

Automatic Passenger Counter (APC) System – Option 2

Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Total Cost for APC System *This amount to be inserted in ACT.7*				**$326,035.24**	**$ 4,000.00**

Tab ACT.4
Automated Bus Inspection Technology – Option 3
Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for Automated Bus Inspection Technology	**38** (Includes 3 spares)	$ 937.81	$35,636.81	
Labor	Onsite Installation	**35**	$ -	$ -	
Other (identify)	Configuration of Hardware	1	$2,139.57	$ 2,139.57	
			Subtotal for Bus Inspection System	**$37,776.38**	
Software Application					
Software	Shall Include all necessary software for Bus Inspection Technology	10 **Users**	Included		
Software Maintenance (2 Year)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 7,428.76
Maintenance Inflation Rate (Years 3 through 7)	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	
			Subtotal for Bus Inspection Software	**$ -**	**$ 7,428.76**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1	$		$ -	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				$ -
Hosting (3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	%			
Other (identify)			$ -	$ -	$ -
			Subtotal for Bus Inspection Hosting	**$ -**	**$ -**
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for ACT staff (*including operators, supervisors, dispatch, maintenance & admin. staff)*	**Hrs/ Days**	Included		
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	**Hrs/Days**	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for Bus Inspection Training and Manuals	**$ -**	
	Total Cost for Bus Inspection System *This amount to be inserted in Tab ACT.7*			**$37,776.38**	**$ 7,428.76**

Tab ACT.5
Paratransit Scheduling Software – Option 4
Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for Paratransit Scheduling System *(example: cables, antenna, limited standard warranty, etc)* ***Buses will already be equipped with MDT's***	**4**	N/A		
Labor	Onsite Installation	**4**	N/A		
Other (identify)			N/A		
			Subtotal for Paratransit Scheduling System	**$ -**	
Software Application					
Software	Shall Include all necessary software for APC operations	4 **(Users)**	$ 5,755.86	$23,023.45	
Software Maintenance (Year 2)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 4,740.72
Maintenance Inflation Rate - Years 3 through 7	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)	Implementation services and Training		$25,631.39	$25,631.39	
			Subtotal for Paratransit Scheduling Software	**$48,654.85**	**$ 4,740.72**
Cost of System Hosting					
Year 1 (Begins at System	Includes cost to host system in year 1			$ 1,629.11	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				$ 1,710.57
Hosting (Years 3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	
			Subtotal for Paratransit Scheduling Hosting	**$ 1,629.11**	**$ 1,710.57**
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for ACT staff *(includes operators, supervisors, dispatch, maintanence & admin. staff)*	**Hrs/ Days**	Included		
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	**Hrs/ Days**	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for Paratransit Scheduling Training and Manuals	**$ -**	
			Total Cost for Para System *This amount to be inserted in Tab ACT.7*	**$50,283.96**	**$ 6,451.29**

Tab ACT.6
Interactive Voice Response – Option 5
Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for an Interactive Voice Response System *(example: cables, antenna, limited standard warranty, etc)*		$ -	$ -	
Labor	Onsite Installation		$ -	$ -	
Other (identify)	Installation, Configuration, Setup	1	$14,771.63	$14,771.63	
			Subtotal for IVR System	**$14,771.63**	
Software Application					
Software	Shall Include all necessary software for IVR System	Site License **(Users)**	$15,000.00	$15,000.00	
Software Maintenance (Year 2)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 3,000.00
Maintenance Inflation Rate - Years 3 through 7	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	%			
Other (identify)			$ -	$ -	$ -
			Subtotal for IVR Software	**$15,000.00**	**$ 3,000.00**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1			$ 1,221.84	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				$ 1,282.93
Hosting (Year 3 through 7))	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	%			
Other (identify)			$ -	$ -	
			Subtotal for IVR Hosting	**$ 1,221.84**	**$ 1,282.93**
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for ACT staff *(includes operators, supervisors dispatch, maintenance & admin. staff)*	**Hrs/ Days**	Included		
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	**Hrs/ Days**	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for IVR Training and Manuals	**$ -**	
			Total Cost for IVR System *This amount to be inserted in Tab ACT.7*	**$30,993.47**	**$ 4,282.93**

Tab ACT.7
SUMMARY RECAP
PRICE / FEE SCHEDULE
for
Integrated Intelligent Transit System

ITEM DESCRIPTION	TOTAL PRICES / FEES	Maintenance Fee
Total Proposed Cost for ITS System *(reflect total from ACT.1)*	$ 437,126.72	$ 22,177.63
Total Proposed Cost for AVA System (Option 1) *(reflect total from Tab ACT.2)*	$ 171,794.33	$ 4,000.00
Total Proposed Cost for APC System (Option 2) *(reflect total from Tab ACT.3)*	$ 326,035.24	$ 4,000.00
Total Proposed Cost for Automated Bus Inspection System (Option 3) *(reflect total from Tab ACT.4)*	$ 37,776.38	$ 7,428.76
Total Proposed Cost for Paratransit Scheduling Software (Option 4) *(reflect total from Tab ACT.5)*	$ 50,283.96	$ 6,451.29
Total Proposed Cost for Interactive Voice Response (Option 5) *(reflect total from Tab ACT.6)*	$ 30,993.47	$ 4,282.93
Total Proposed Cost for Options *(combine totals from ACT.1 - ACT.6)*	$ 616,883.38	$ 26,162.98

Tab NCRTD.1

Intelligent Transportation Core Systems including AVL, MDT, CAD, GPS, real time passenger information system, and next bus related technologies.

Pricing / Fee Schedule

Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment /Hardware					
Project Design, Implementation and Testing	Project Design, implementation and Testing			$ 187,881.18	
Other (identify)	N/A		$ -	$ -	
			Subtotal for ITS Core System	**$ 187,881.18**	
Equipment /Hardware					
Equipment /Hardware	Includes Mobile Data Terminal, GPS Receiver, Antennas, Cables, Standard Warranty, etc. *(costs of all items associated with AVL operations)*	**44** **(Includes 3 spares)**	$ 2,414.66	$ 106,245.20	
Labor	Onsite installation – per vehicle	**41**	$ 1,302.95	$ 53,421.00	
Other (identify)	WLAN/BIB	**1**	$ 3,061.81	$ 3,061.81	
			Subtotal for ITS Core System	**$ 162,728.01**	
Software Application					
Software (Year 1)	Includes all software costs, licenses, etc. *(costs of all software items associated with AVL operations and real time passenger information system)*	**Site License** **(Users)**	$ -	$ 32,186.00	
Software Maintenance (Year 2)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 14,521.87
Maintenance Inflation Rate (Years 3 - 7)	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)	Runcutting and Scheduling Software (See pricing below)	1	$ -		
			Subtotal for ITS Core Software Application	**$ 32,186.00**	**$ 14,521.87**
Bus Stops					
GPS	Obtain GPS Coordinates -bus stops.	**220**	**Included**		
QR Codes	Installation and hardware of sign plates and QR Code decals.	**220**	$ 26.94	$ 5,927.66	
	Hourly rate for additional bus stop technology improvements.	**Included No Charge**			
Other (identify)			$ -	$ -	
			Subtotal for Bus Stops	**$ 5,927.66**	
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1 including web site for passenger information system.			$ 7,348.34	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				$ 7,715.76
Hosting (year 3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Cellular Data Plans	Cellular Data Plan for each vehicle and sign installation. Show unit cost per month per vehicle.	55	$ 11.73	$ 7,744.42	$ -
Cellular Data Plans	Cellular Data Plan for each vehicle and sign installation. Show unit cost per month per sign.	8	$ 74.50	$ 7,152.39	$ -
Other (identify)			$ -	$ -	$ -

Tab NCRTD.1

Intelligent Transportation Core Systems including AVL, MDT, CAD, GPS, real time passenger information system, and next bus related technologies.

Pricing / Fee Schedule

Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
			Subtotal for ITS Core Hosting	**$ 22,245.15**	**$ 7,715.76**
Monitors & Signage					
Monitors	LCD Monitors - minimum size 55" diagonally – Built for outdoor conditions (audio not provided with monitor)	**2**	$ 10,749.40	$ 21,498.81	
Labor Monitors	Includes: Installation, hardware, outdoor enclosure, solar power and cellular connectivity for an outdoor environment. (Solar Power not available for this size sign)	**2**	$ 3,034.62	$ 6,069.24	
Signs	LED Signage – one line electronic display sign - minimum size 44" x 8"	**0**		$ -	
Labor Signs	Includes: Installation, hardware, solar power and cellular connectivity for an outdoor environment.	**6**	$ -	$ -	
			Subtotal for ITS Core Monitors & Signage	**$ 27,568.04**	
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training For NCRTD Staff (includes operators, supervisors dispatch, maintenance & admin. staff) (Hours provided are for Scheduling and Runcutting System, other training is included in price)	Hrs			
On-Going Support Training	On-Going Customer Support & Training (includes new technology, webinars, refresher courses, etc)(Ongoing Training Hours are provided for Scheduling and Runcutting system, all other hours are included in price)	Hrs/ Days			
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is required).*	Included No Charge	$ -		
Other (identify)			$ -	$ -	
			Subtotal for ITS Core Training & Support	**$ -**	
			Total Cost for ITS System *This amount to be inserted in Tab NCRTD.7*	**$ 438,536.06**	**$ 22,237.63**

	Optional Schedule and Runcutting Software - Schedule Masters		
Schedule Masters	Runcutting and Scheduling Software	Includes Training, 1-year of Maintenance	$ 156,519.73

Tab NCRTD.2

Automatic Voice Announcement (AVA) System – Option 1

Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for AVA operations *(example: cables, GPS receiver & antenna, limited/standard warranty, etc.)*	**44** **(Includes 3 spares)**	$ 759.03	$ 33,397.46	
Labor	On-Site Installation	**41**	$ 2,452.20	$ 100,540.39	
Other (identify)	The IVU which is included on the APC tab, is required to integrate with equipment like the AVA system. So if the AVA is chosen and the APC is not, you need to include the line on the APC page labled with the IVU.		$ -	$ -	
			Subtotal for AVA Hardware	**$ 133,937.85**	
Software Application					
Software	Shall Include all necessary software , licenses, etc., for AVA operations	Site License **Users**	$ 20,000.00	$ 20,000.00	
Software Maintenance (2 Year)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 4,000.00
Maintenance Inflation Rate - Years 3 through 7	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for AVA Software Application	**$ 20,000.00**	**$ 4,000.00**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1			Included in Base	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				Included in Base
Hosting (Years 3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for AVA Hosting		
LED Signage					
Signs	Internal LED display sign	**44** **(Includes 3 spares)**	$ 621.41	$ 27,341.96	
Labor	On-Site Installation	**41**	Installation included Above		
			Subtotal for AVA Signage	**$ 27,341.96**	
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for NCRTD staff *(includes operators, supervisors dispatch, maintenance & admin. staff)*	**Hrs/Days**	Included		

Tab NCRTD.2

Automatic Voice Announcement (AVA) System – Option 1

Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	Hrs/Days	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for AVA Training and Support	**$ -**	
			Total Cost for AVA System *This amount to be inserted in Tab NCRTD.7*	**$ 181,279.81**	**$ 4,000.00**

Tab NCRTD.3
Automatic Passenger Counter (APC) System – Option 2
Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for APC Operations *(example: cables, antenna, limited standard warranty, etc)*	**44** **(Includes 3**	$ 1,961.35	$ 86,299.45	
Labor	Onsite Installation	**41**	$ 2,389.29	$ 97,960.96	
Other (identify)	IVU - Hardware necessary for addition of Annunciator or APC system on Vehicle	44	$ 3,395.60	$149,406.29	
			Subtotal for APC System	**$333,666.70**	
Software Application					
Software	Shall Include all necessary software for APC operations	Site License **Users**	$20,000.00	$ 20,000.00	
Software Maintenance (Year 2)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 4,000.00
Maintenance Inflation Rate - Years 3 through 7	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for APC Software	**$ 20,000.00**	**$ 4,000.00**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1		Included		
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				Included
Hosting (Years 3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for APC Hosting		
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for NCRTD staff *(includes operators, supervisors dispatch, maintenance & admin. staff)*	**Hrs/ Days**	Included		
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	**Hrs/ Days**	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for APC Training and Manuals	**$ -**	
			Total Cost for APC System *This amount to be inserted in Tab NCRTD.7*	**$353,666.70**	**$ 4,000.00**

Tab NCRTD.4
Automated Bus Inspection Technology – Option 3
Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for Automated Bus Inspection Technology	**44** **(Includes 3 spares)**	$ 931.73	$40,996.27	
Labor	Onsite Installation	**41**	$ -		
Other (identify)	Configuration of Hardware		$2,530.56	$ 2,530.56	
			Subtotal for Bus Inspection System	**$43,526.83**	
Software Application					
Software	Shall Include all necessary software for Bus Inspection Technology	6 **Users**	$ -	$ -	
Software Maintenance (2 Year)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 8,601.72
Maintenance Inflation Rate (Years 3 through 7)	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for Bus Inspection Software	**$ -**	**$ 8,601.72**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1			$ -	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				$ -
Hosting (3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Other (identify)				$ -	$ -
			Subtotal for Bus Inspection Hosting	**$ -**	**$ -**
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for NCRTD staff (*including operators, supervisors, dispatch, maintenance & admin. staff)*	**Hrs/ Days**	Included		
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	**Hrs/Days**	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for Bus Inspection Training and Manuals	**$ -**	
			Total Cost for Bus Inspection System *This amount to be inserted in Tab NCRTD.7*	**$43,526.83**	**$ 8,601.72**

Tab NCRTD.5
Paratransit Scheduling Software – Option 4
Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for Paratransit Scheduling System *(example: cables, antenna, limited standard warranty, etc)* ***Buses will already be equipped with MDT's***	**6**	N/A		
Labor	Onsite Installation	**6**	N/A		
Other (identify)			$ -	$ -	
			Subtotal for Paratransit Scheduling System	**$ -**	
Software Application					
Software	Shall Include all necessary software for APC operations	6 **(Users)**	$ 3,837.24	$23,023.45	
Software Maintenance (Year 2)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 4,740.72
Maintenance Inflation Rate - Years 3 through 7	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)	Implementation Services and Training		$25,631.39	$25,631.39	$ -
			Subtotal for Paratransit Scheduling Software	**$48,654.85**	**$ 4,740.72**
Cost of System Hosting					
Year 1 (Begins at System	Includes cost to host system in year 1			$ 1,629.11	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				$ 1,710.57
Hosting (Years 3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	
			Subtotal for Paratransit Scheduling Hosting	**$ 1,629.11**	**$ 1,710.57**
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for NCRTD staff *(includes operators, supervisors, dispatch, maintanence & admin. staff)*	**Hrs/ Days**	Included		
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	**Hrs/ Days**	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for Paratransit Scheduling Training and Manuals	**$ -**	
			Total Cost for Para System *This amount to be inserted in Tab NCRTD.7*	**$50,283.96**	**$ 6,451.29**

Tab NCRTD.6
Interactive Voice Response – Option 5
Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for an Interactive Voice Response System *(example: cables, antenna, limited standard warranty, etc)*		N/A		
Labor	Onsite Installation		N/A		
Other (identify)	Installation, Configuration, Setup		$14,771.63	$14,771.63	
			Subtotal for IVR System	**$14,771.63**	
Software Application					
Software	Shall Include all necessary software for IVR System	Site License **(Users)**	$15,000.00	$15,000.00	
Software Maintenance (Year 2)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 3,000.00
Maintenance Inflation Rate - Years 3 through 7	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for IVR Software	**$15,000.00**	**$ 3,000.00**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1			$ 1,221.84	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				$ 1,282.93
Hosting (Year 3 through 7))	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for IVR Hosting	**$ 1,221.84**	**$ 1,282.93**
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for NCRTD staff *(includes operators, supervisors dispatch, maintenance & admin. staff)*	**Hrs/ Days**	Included		
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	**Hrs/ Days**	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for IVR Training and Manuals	**$ -**	
			Total Cost for IVR System *This amount to be inserted in Tab NCRTD.7*	**$30,993.47**	**$ 4,282.93**

Tab NCRTD.7
SUMMARY RECAP
PRICE / FEE SCHEDULE
for
Integrated Intelligent Transit System

ITEM DESCRIPTION	TOTAL PRICES / FEES	Maintenance Fee
Total Proposed Cost for ITS System *(reflect total from Tab NCRTD.1)*	$ 438,536.06	$ 22,237.63
Total Proposed Cost for AVA System (Option 1) *(reflect total from Tab NCRTD.2)*	$ 181,279.81	$ 4,000.00
Total Proposed Cost for APC System (Option 2) *(reflect total from Tab NCRTD.3)*	$ 353,666.70	$ 4,000.00
Total Proposed Cost for Automated Bus Inspection System (Option 3) *(reflect total from Tab NCRTD.4)*	$ 43,526.83	$ 8,601.72
Total Proposed Cost for Paratransit Scheduling Software (Option 4) *(reflect total from Tab NCRTD.5)*	$ 50,283.96	$ 6,451.29
Total Proposed Cost for Interactive Voice Response (Option 5) *(reflect total from Tab NCRTD.6)*	$ 30,993.47	$ 4,282.93
Total Proposed Cost for Options *(combine totals from Tabs NCRTD.1 - NCRTD.6)*	$ 659,750.77	$ 27,335.94

AGR14-4014

INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), the **North Central Regional Transit District** ("NCRTD"), a regional transit district authorized by the Regional Transit District Act, Chapter 73, Article 25, Sections 1-18, NMSA 1978 ("NCRTD"), and **Avail Technologies, Inc.**, a Pennsylvania corporation ("Contractor"), to be effective for all purposes July 1, 2013.

WHEREAS, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 2013-1877 (the "RFP") on April 14, 2013, requesting proposals for a Vehicle Intelligent Transportation System (ITS) and Accompanying Technologies, as described in the RFP;

WHEREAS, this RFP is a cooperative solicitation between the Incorporated County of Los Alamos - Atomic City Transit ("ACT") and the NCRTD, hereafter also referred to as "the Parties." The RFP and Agreement are being administered by the Los Alamos County Purchasing Department; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated May 17, 2013 ("Contractor's Response"); and

WHEREAS, Contractor timely responded to the County's request for a Best and Final Offer by submitting a response dated June 5, 2013 ; and

WHEREAS, the following documents are incorporated herein by reference for all purposes in order of precedence:

a. AGR14-4014,
b. Contractor's Best and Final Offer, dated June 5, 2013,
c. Contractor's Response, dated May 17, 2013, and
d. RFP 2013-1877, dated April 14, 2013;

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful offeror for the services listed in the RFP;

WHEREAS, the County Council approved this Agreement at a public meeting held on June 25, 2013; and

WHEREAS, the NCRTD Board approved this Agreement at a public meeting held on July 12, 2013;

WHEREAS, Contractor will provide the Services, as described below, to the Parties.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, the Parties and Contractor agree as follows:

SECTION A. SERVICES:

1. **Contractor Services**.
   Contractor shall provide an integrated hardware suitable for harsh winter, and software solution featuring a core Intelligent Transportation System (ITS). See **Exhibit "A,"** attached hereto and made a part hereof for all purposes, for complete list of equipment, services and rate schedule. The minimum quantity of products and services purchased shall be the items identified on tabs ACT.1 (excluding the Runcutting and Scheduling Software), ACT.5, NCRTD.1 (Excluding the Runcutting and Scheduling Software), and NCRTD.5 on **Exhibit "A"** and consist of the following (in summary):

   a. Automatic Vehicle Location (AVL);
   b. Mobile Data Terminals (MDTs);
   c. Computer Aided Dispatch (CAD);
   d. Global Positioning System (GPS);
   e. Bus stop monitors;
   f. Real Time Passenger Information via hosted website, text messaging, and smart phone applications;
   g. Next bus related technologies;
   h. Maintenance and hosting; and
   i. Option 4 - Paratransit Scheduling Software.

   The Parties reserve the right to exercise the purchase of the following optional items throughout the life of this contract:

   a. Option 1 – Automatic Voice Announcement (AVA) (tabs ACT.2 and NCRTD.2);
   b. Option 2 – Automatic Passenger Counters (APCs) (tabs ACT.3 and NCRTD.3);
   c. Option 3 – Automated Bus Inspection Technology (tabs ACT.4 and NCRTD.4); and
   d. Option 5 – Interactive Voice Response (IVR) Software (tabs ACT.6 and NCRTD.6).

   The Parties may each exercise the purchase of up to an additional twenty (20) quantities for all on-board equipment; and up to ten (10) additional quantities for all individual software licenses.

   Contractor agrees to hold current pricing for all equipment and software for the first three (3) years. Parties agree that pricing for equipment and software in year four (4), and years five (5) through seven (7) of contract (if extended) will increase five percent (5%) per year.

   The Maintenance and Hosting fees for Year 1 shall commence from date of system acceptance by the respective Project Managers of County and NCRTD. As indicated in **Exhibit "A,"** Contractor agrees that said fees included in the initial purchase price of systems will apply through Year 1. Year 2 Maintenance and Hosting fees shall be as indicated on **Exhibit "A."** Maintenance and Hosting fees for years three (3) through seven (7) of contract (if extended) will increase five percent (5%) per year.

   See **Exhibit "B"** for complete Technical Specifications and Contractor's stated Compliance.

2. **Deliverables.**
These items shall meet the Parties' needs and integrate with existing and planned future systems including ongoing maintenance of the solution. These specifications provide a general description, together with certain specific detailed requirements of the system. The solution must comply with all National and State ITS Architectures.

SECTION B. TERM: The term of this Agreement shall commence July 1, 2013 and shall continue through June 30, 2017, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to three (3) additional one-year terms, unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

1. **Amount of Compensation**.

   a. County shall pay compensation for performance of the Services in an amount not to exceed FIVE HUNDRED SEVENTY SEVEN THOUSAND SIX-HUNDRED SIXTY FOUR DOLLARS ($577,664.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the Milestone Payment Plan and Rate Schedule set out in Exhibit "A." Maintenance and hosting fees for years four (4) through seven (7) of contract (if extended) will increase five percent (5%) per year.

   b. NCRTD shall pay compensation for performance of the Services in an amount not to exceed FIVE HUNDRED THIRTY THREE THOUSAND EIGHT HUNDRED EIGHTY THREE DOLLARS ($533,883.00), which amount does not include applicable NMGRT. Compensation shall be paid in accordance with the Milestone Payment Plan and Rate Schedule set out in Exhibit "A." Maintenance and hosting fees for years four (4) through seven (7) of contract (if extended) will increase five percent (5%) per year.

2. **Monthly Invoices**. Contractor shall submit itemized invoices at the completion of each milestone identified in the Milestone Payment Plan set out in Exhibit "A" to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

   Contractor shall submit itemized invoices at the completion of each milestone identified in the Milestone Payment Plan set out in Exhibit "A" to NCRTD's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after NCRTD's receipt of the invoice.

SECTION D. TAXES: Contractor shall be responsible for remittance of the NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of the Parties and will not be considered an employee of the Parties for any purpose. Contractor, its agents or employees shall make no representation that they are the Parties employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the Parties name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or

compensation other than the compensation specified herein. Contractor shall have no authority to bind the Parties to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding the Parties to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from the Parties; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that exceeds the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of the Parties as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the Parties. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the Parties.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless the Parties for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to the Parties. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to the Parties' obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. The Parties require Certificates of Insurance or other evidence acceptable to the Parties that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. General Liability Insurance and Automobile Liability Insurance shall name the Parties as additional insured and provide that the Parties will be notified no less than thirty (30) days in advance of cancellation.

1. **General Liability Insurance:** $1,000,000 combined single limit per occurrence.

2. **Workers' Compensation:** In an amount as may be required by New Mexico law. The Parties may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.

3. **Automobile Liability Insurance for Contractor and its Employees:** An amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by the Parties, all records, books of account, memoranda, and other documents pertaining to the Parties at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend the Parties, their Council or Board members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation reasonable attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither the Parties nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of the Parties.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or Board member or other elected official of the Parties, or manager or employee of the Parties shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

1. **Generally**. Either Party may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of the Party at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to the Party originals of all materials prepared pursuant to this Agreement.

2. **Funding**. This Agreement shall terminate without further action by the Parties on the first day of any County or NCRTD fiscal year for which funds to pay compensation hereunder are not appropriated by the County Council or NCRTD Board. Parties shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:
Management Analyst, Atomic City Transit
Incorporated County of Los Alamos
101 Camino Entrada, Bldg. 1
Los Alamos, New Mexico 87544

Contractor:
Vice President of Operations
Avail Technologies, Inc.
2026 Sandy Drive
State College, Pennsylvania 16803

NCRTD:
Executive Director
North Central Regional Transit District
1327 Riverside Drive
Española, New Mexico 87532

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on the Parties until approved in writing by County, NCRTD, and Contractor.

SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

SECTION V. REQUIRED FEDERAL FORMS: All required federal forms were submitted as part of the Contractor's Response and are attached as **Exhibit "C."**

SECTION W. CONFIDENTIAL INFORMATION DISCLOSURE STATEMENT: Contractor shall complete and sign this Form, attached as **Exhibit "D."**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

_____
SHARON STOVER
COUNTY CLERK

INCORPORATED COUNTY OF LOS ALAMOS

BY: _____
HARRY BURGESS **DATE**
COUNTY ADMINISTRATOR

Approved as to form:

_____
REBECCA W. EHLER
COUNTY ATTORNEY

NORTH CENTRAL REGIONAL TRANSPORTATION DISTRICT

Approved as to form:

BY: _____
EXECUTIVE DIRECTOR **DATE**

_____
MARK A. BASHAM
NCRTD ATTORNEY

AVAIL TECHNOLOGIES, Inc., A PENNSYLVANIA CORPORATION

BY: _____
VICE PRESIDENT OF OPERATIONS **DATE**

Exhibit "A" - Summary of Contract Costs, Milestone Payment Plan, and Rate Schedule

	LAC		NCRTD	
	ITS Core System	Paratransit (Option 4)	ITS Core System	Paratransit (Option 4)
Initial Purchase	$ 437,126.72	$ 50,283.96	$ 393,156.57	$ 50,283.96
Year 1 Maintenance (Included)	$ -	$ -	$ -	$ -
Year 2 Maintenance	$ 22,177.63	$ 6,451.29	$ 22,237.63	$ 6,451.29
Year 3 Maintenance (5% increase)	$ 23,286.51	$ 6,773.85	$ 23,349.51	$ 6,773.85
Year 4 Maintenance (5% increase)	$ 24,450.84	$ 7,112.55	$ 24,516.99	$ 7,112.55
Contract Total:	$ 507,041.70	$ 70,621.65	$ 463,260.70	$ 70,621.65
	LAC Contract Total (4 Years):	**$ 577,663.35**	**NCRTD Contract Total (4 Years):**	**$ 533,882.35**

Milestone	Month of Contract	Percentage
Discovery/Kickoff	1	10%
Planning/Requirements Review	2	10%
Final Ordering of Equipment	3	5%
Configuration/Design Review	4	20%
Assessment/Integration	4	20%
Equipment Delivery	6	10%
Adoption/Rollout	7	5%
Secondary Assessment (System Acceptance Test (SAT))	7	10%
Operational Improvement/30-Day Test	8	10%
Total Percentage		100%

Tab ACT.1

Intelligent Transportation Core Systems including AVL, MDT, CAD, GPS, real time passenger information system, and next bus related technologies.

Pricing / Fee Schedule

Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment /Hardware					
Project Design, Implementation and Testing	Project Design, implementation and Testing	**1**	$ 187,881.18	$ 187,881.18	$ -
Other (identify)	N/A		$ -	$ -	$ -
			Subtotal for ITS Core System	**$ 187,881.18**	**$ -**
Equipment /Hardware					
Equipment /Hardware	Includes Mobile Data Terminal, GPS Receiver, Antennas, Cables, Standard Warranty, etc. *(costs of all items associated with AVL operations)*	**38** **(Includes 3 spares)**	$ 2,399.09	$ 91,165.23	
Labor	Onsite installation – per vehicle	**35**	$ 1,348.91	$ 47,211.99	
Other (identify)	WLAN/BIB	**1**	$ 3,061.81	$ 3,061.81	
			Subtotal for ITS Core System	**$ 141,439.03**	
Software Application					
Software (Year 1)	Includes all software costs, licenses, etc. *(costs of all software items associated with AVL operations and real time passenger information system)*	**Site License** **(Users)**	$ 32,186.00	$ 32,186.00	
Software Maintenance (Year 2)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 14,461.87
Maintenance Inflation Rate - (Years 3 - 7)	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)	Runcutting and Scheduling Software (See cost below the total)	1			
			Subtotal for ITS Core Software Application	**$ 32,186.00**	**$ 14,461.87**
Bus Stops					
GPS	Obtain GPS Coordinates -bus stops.	**375**	**Included**		
QR Codes	Installation and hardware of sign plates and QR Code decals.	**375**	$ 26.94	$ 10,103.97	
	Hourly rate for additional bus stop technology improvements.	**Included No Charge**			
Other (identify)			$ -	$ -	
			Subtotal for Bus Stops	**$ 10,103.97**	
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1 including web site for passenger information system.			$ 7,348.34	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				$ 7,715.76
Hosting (year 3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Cellular Data Plans	Cellular Data Plan for each vehicle and sign installation. Show unit cost per month per vehicle.	35	$ 12.26	$ 5,150.94	$ -
Cellular Data Plans	Cellular Data Plan for each vehicle and sign installation. Show unit cost per month per sign.	3	$ 74.50	$ 2,682.15	$ -
Other (identify)			$ -	$ -	$ -

Tab ACT.1

Intelligent Transportation Core Systems including AVL, MDT, CAD, GPS, real time passenger information system, and next bus related technologies.

Pricing / Fee Schedule

Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
			Subtotal for ITS Core Hosting	**$ 15,181.43**	**$ 7,715.76**
Monitors & Signage					
Monitors	LCD Monitors - minimum size 55" diagonally – Built for outdoor conditions *(audio not provided with monitor)*	**1**	$ 10,749.40	$ 10,749.40	
Labor Monitors	Includes: Installation, hardware, outdoor enclosure, solar power and cellular connectivity for an outdoor environment. *(Solar Power not available for this size sign)*	**1**	$ 3,717.77	$ 3,717.77	
Signs	LED Signage – ***Three*** -line electronic display sign - minimum size 44" x 8" *(includes audio)*	**2**	$ 13,558.92	$ 27,117.84	
Labor Signs	Includes: Installation, hardware, solar power and cellular connectivity for an outdoor environment.	**2**	$ 4,375.04	$ 8,750.09	
			Subtotal for ITS Core Monitors & Signage	**$ 50,335.10**	
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training For ACT Staff *(includes operators, supervisors dispatch, maintenance & admin. staff) (Hours provided are for Scheduling and Runcutting System, other training is included in price) (See below the total line below)*	Hrs			
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)(Ongoing Training Hours are provided for Scheduling and Runcutting system, all other hours are included in price) (See below the total Line)*	Hrs/ Days			
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is required).*	Included No Charge	$ -	$ -	
Other (identify)			$ -	$ -	
			Subtotal for ITS Core Training & Support	**$ -**	
			Total Cost for ITS System *This amount to be inserted in Tab ACT.7*	**$ 437,126.72**	**$ 22,177.63**

	Optional Schedule and Runcutting Software - Schedule Masters		
Schedule Masters	Runcutting and Scheduling Software	Includes Training, 1-year of Maintenance	$ 156,519.73

Tab ACT.2

Automatic Voice Announcement (AVA) System – Option 1

Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for AVA operations *(example: cables, GPS receiver & antenna, limited/standard warranty, etc.)*	**34** **(Includes 3 spares)**	$ 898.50	$ 30,549.00	
Labor	On-Site Installation	**31**	$ 3,121.98	$ 96,781.47	
Other (identify)	~~The IVU which is included on the APC tab, is~~ *required to integrate with equipment like the AVA system. So if the AVA is chosen and the APC is not, you need to include the line on the APC page labled with the IVU.*		$ -	$ -	
			Subtotal for AVA Hardware	**$ 127,330.47**	
Software Application					
Software	Shall Include all necessary software , licenses, etc., for AVA operations	Site License **Users**	$ 20,000.00	$ 20,000.00	
Software Maintenance (2 Year)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 4,000.00
Maintenance Inflation Rate - Years 3 through 7	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for AVA Software Application	**$ 20,000.00**	**$ 4,000.00**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1			Included in Base	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				Included in Base
Hosting (Years 3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for AVA Hosting		
LED Signage					
Signs	Internal LED display sign	**34** **(Includes 3 spares)**	$ 719.53	$ 24,463.86	
Labor	On-Site Installation	**31**	Included in AVA Installation		
			Subtotal for AVA Signage	**$ 24,463.86**	
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for ACT staff *(includes operators, supervisors dispatch, maintenance & admin. staff)*	**Hrs/Days**	Included		

Tab ACT.2

Automatic Voice Announcement (AVA) System – Option 1

Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	Hrs/Days	Included	$ -	
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for AVA Training and Support	**$ -**	
			Total Cost for AVA System *This amount to be inserted in Tab ACT.7*	**$ 171,794.33**	**$ 4,000.00**

Tab ACT.3
Automatic Passenger Counter (APC) System – Option 2
Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for APC Operations *(example: cables, antenna, limited standard warranty, etc)*	**34** (Includes 3 spares)	$ 2,290.66	$ 77,882.36	
Labor	Onsite Installation	**31**	$ 3,047.53	$ 94,473.56	
Other (identify)	IVU - Hardware necessary for addition of Annunciator or APC system on Vehicle	34	$ 3,931.74	$ 133,679.32	
			Subtotal for APC System	**$ 306,035.24**	
Software Application					
Software	Shall Include all necessary software for APC operations	10 Users	$ 2,000.00	$ 20,000.00	
Software Maintenance (Year 2)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 4,000.00
Maintenance Inflation Rate - Years 3 through 7	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for APC Software	**$ 20,000.00**	**$ 4,000.00**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1		Included in Base		
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				Included in Base
Hosting (Years 3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for APC Hosting	**$ -**	
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for ACT staff *(includes operators, supervisors dispatch, maintenance & admin. staff)*	Hrs/ Days	Included		
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	Hrs/ Days	Included		
Training Manual(s)	Hard Copy of Training Manual(s) *(one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for APC Training and Manuals	**$ -**	
			Total Cost for APC System *This amount to be inserted in ACT.7*	**$ 326,035.24**	**$ 4,000.00**

Tab ACT.4
Automated Bus Inspection Technology – Option 3
Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for Automated Bus Inspection Technology	**38** (Includes 3 spares)	$ 937.81	$35,636.81	
Labor	Onsite Installation	**35**	$ -	$ -	
Other (identify)	Configuration of Hardware	1	$2,139.57	$ 2,139.57	
			Subtotal for Bus Inspection System	**$37,776.38**	
Software Application					
Software	Shall Include all necessary software for Bus Inspection Technology	10 **Users**	Included		
Software Maintenance (2 Year)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 7,428.76
Maintenance Inflation Rate (Years 3 through 7)	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	
			Subtotal for Bus Inspection Software	**$ -**	**$ 7,428.76**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1	$		$ -	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				$ -
Hosting (3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	%			
Other (identify)			$ -	$ -	$ -
			Subtotal for Bus Inspection Hosting	**$ -**	**$ -**
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for ACT staff (*including operators, supervisors, dispatch, maintenance & admin. staff)*	**Hrs/ Days**	Included		
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	**Hrs/Days**	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for Bus Inspection Training and Manuals	**$ -**	
	Total Cost for Bus Inspection System *This amount to be inserted in Tab ACT.7*			**$37,776.38**	**$ 7,428.76**

Tab ACT.5
Paratransit Scheduling Software – Option 4
Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for Paratransit Scheduling System *(example: cables, antenna, limited standard warranty, etc)* ***Buses will already be equipped with MDT's***	**4**	N/A		
Labor	Onsite Installation	**4**	N/A		
Other (identify)			N/A		
			Subtotal for Paratransit Scheduling System	$ -	
Software Application					
Software	Shall Include all necessary software for APC operations	4 **(Users)**	$ 5,755.86	$23,023.45	
Software Maintenance (Year 2)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 4,740.72
Maintenance Inflation Rate - Years 3 through 7	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)	Implementation services and Training		$25,631.39	$25,631.39	
			Subtotal for Paratransit Scheduling Software	**$48,654.85**	**$ 4,740.72**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1			$ 1,629.11	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				$ 1,710.57
Hosting (Years 3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	
			Subtotal for Paratransit Scheduling Hosting	**$ 1,629.11**	**$ 1,710.57**
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for ACT staff *(includes operators, supervisors, dispatch, maintanence & admin. staff)*	**Hrs/ Days**	Included		
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	**Hrs/ Days**	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for Paratransit Scheduling Training and Manuals	**$ -**	
			Total Cost for Para System *This amount to be inserted in Tab ACT.7*	**$50,283.96**	**$ 6,451.29**

Tab ACT.6
Interactive Voice Response – Option 5
Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for an Interactive Voice Response System *(example: cables, antenna, limited standard warranty, etc)*		$ -	$ -	
Labor	Onsite Installation		$ -	$ -	
Other (identify)	Installation, Configuration, Setup	1	$14,771.63	$14,771.63	
			Subtotal for IVR System	**$14,771.63**	
Software Application					
Software	Shall Include all necessary software for IVR System	Site License **(Users)**	$15,000.00	$15,000.00	
Software Maintenance (Year 2)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 3,000.00
Maintenance Inflation Rate - Years 3 through 7	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	%			
Other (identify)			$ -	$ -	$ -
			Subtotal for IVR Software	**$15,000.00**	**$ 3,000.00**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1			$ 1,221.84	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				$ 1,282.93
Hosting (Year 3 through 7))	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	%			
Other (identify)			$ -	$ -	
			Subtotal for IVR Hosting	**$ 1,221.84**	**$ 1,282.93**
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for ACT staff *(includes operators, supervisors dispatch, maintenance & admin. staff)*	**Hrs/ Days**	Included		
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	**Hrs/ Days**	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for IVR Training and Manuals	**$ -**	
	Total Cost for IVR System *This amount to be inserted in Tab ACT.7*			**$30,993.47**	**$ 4,282.93**

Tab ACT.7
SUMMARY RECAP
PRICE / FEE SCHEDULE
for
Integrated Intelligent Transit System

ITEM DESCRIPTION	TOTAL PRICES / FEES	Maintenance Fee
Total Proposed Cost for ITS System *(reflect total from ACT.1)*	$ 437,126.72	$ 22,177.63
Total Proposed Cost for AVA System (Option 1) *(reflect total from Tab ACT.2)*	$ 171,794.33	$ 4,000.00
Total Proposed Cost for APC System (Option 2) *(reflect total from Tab ACT.3)*	$ 326,035.24	$ 4,000.00
Total Proposed Cost for Automated Bus Inspection System (Option 3) *(reflect total from Tab ACT.4)*	$ 37,776.38	$ 7,428.76
Total Proposed Cost for Paratransit Scheduling Software (Option 4) *(reflect total from Tab ACT.5)*	$ 50,283.96	$ 6,451.29
Total Proposed Cost for Interactive Voice Response (Option 5) *(reflect total from Tab ACT.6)*	$ 30,993.47	$ 4,282.93
Total Proposed Cost for Options *(combine totals from ACT.1 - ACT.6)*	$ 616,883.38	$ 26,162.98

Tab NCRTD.1

Intelligent Transportation Core Systems including AVL, MDT, CAD, GPS, real time passenger information system, and next bus related technologies.

Pricing / Fee Schedule

Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment /Hardware					
Project Design, Implementation and Testing	Project Design, implementation and Testing			$ 187,881.18	
Other (identify)	N/A		$ -	$ -	
			Subtotal for ITS Core System	**$ 187,881.18**	
Equipment /Hardware					
Equipment /Hardware	Includes Mobile Data Terminal, GPS Receiver, Antennas, Cables, Standard Warranty, etc. *(costs of all items associated with AVL operations)*	**41** **(Includes 1 spares)**	$ 2,414.66	$ 99,001.21	
Labor	Onsite installation – per vehicle	**40**	$ 1,302.95	$ 52,118.05	
Other (identify)	WLAN/BIB	**1**	$ 3,061.81	$ 3,061.81	
			Subtotal for ITS Core System	**$ 154,181.07**	
Software Application					
Software (Year 1)	Includes all software costs, licenses, etc. *(costs of all software items associated with AVL operations and real time*	**Site License** **(Users)**	$ -	$ 32,186.00	
Software Maintenance (Year 2)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 14,521.87
Maintenance Inflation Rate (Years 3 - 7)	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)	Runcutting and Scheduling Software (See pricing below)	1	$ -		
			Subtotal for ITS Core Software Application	**$ 32,186.00**	**$ 14,521.87**
Bus Stops					
GPS	Obtain GPS Coordinates -bus stops.	**220**	**Included**		
QR Codes	Installation and hardware of sign plates and QR Code decals.	**220**	$ 26.94	$ 5,927.66	
	Hourly rate for additional bus stop technology improvements.	**Included No Charge**			
Other (identify)			$ -	$ -	
			Subtotal for Bus Stops	**$ 5,927.66**	
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1 including web site for passenger information system.			$ 7,348.34	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				$ 7,715.76
Hosting (year 3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Cellular Data Plans	Cellular Data Plan for each vehicle and sign installation. Show unit cost per month per vehicle.	40	$ 11.73	$ 5,632.31	$ -
Cellular Data Plans	Cellular Data Plan for each vehicle and sign installation. Show unit cost per month per sign.	0	$ 74.50	$ -	$ -
Other (identify)			$ -	$ -	$ -
			Subtotal for ITS Core Hosting	**$ 12,980.65**	**$ 7,715.76**

Tab NCRTD.1

Intelligent Transportation Core Systems including AVL, MDT, CAD, GPS, real time passenger information system, and next bus related technologies.

Pricing / Fee Schedule

Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Monitors & Signage					
Monitors	LCD Monitors - minimum size 55" diagonally – Built for outdoor conditions (audio not provided with monitor)	0	$ 10,749.40	$ -	
Labor Monitors	Includes: Installation, hardware, outdoor enclosure, solar power and cellular connectivity for an outdoor environment. (Solar Power not available for this size sign)	0	$ 3,034.62	$ -	
Signs	LED Signage – one line electronic display sign - minimum size 44" x 8"	0		$ -	
Labor Signs	Includes: Installation, hardware, solar power and cellular connectivity for an outdoor environment.	0	$ -	$ -	
			Subtotal for ITS Core Monitors & Signage	**$ -**	
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training For NCRTD Staff (includes operators, supervisors dispatch, maintenance & admin. staff) (Hours provided are for Scheduling and Runcutting System, other training is included in price)	Hrs			
On-Going Support Training	On-Going Customer Support & Training (includes new technology, webinars, refresher courses, etc)(Ongoing Training Hours are provided for Scheduling and Runcutting system, all other hours are included in price)	Hrs/ Days			
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is required).*	Included No Charge	$ -		
Other (identify)			$ -	$ -	
			Subtotal for ITS Core Training & Support	**$ -**	
			Total Cost for ITS System *This amount to be inserted in Tab NCRTD.7*	**$ 393,156.57**	**$ 22,237.63**

	Optional Schedule and Runcutting Software - Schedule Masters		
Schedule Masters	Runcutting and Scheduling Software	Includes Training, 1-year of Maintenance	$ 156,519.73

Tab NCRTD.2

Automatic Voice Announcement (AVA) System – Option 1

Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for AVA operations *(example: cables, GPS receiver & antenna, limited/standard warranty, etc.)*	44 (Includes 3 spares)	$ 759.03	$ 33,397.46	
Labor	On-Site Installation	41	$ 2,452.20	$ 100,540.39	
Other (identify)	~~The IVU which is included on the APC tab, is~~ required to integrate with equipment like the AVA system. So if the AVA is chosen and the APC is not, you need to include the line on the APC page labled with the IVU.		$ -	$ -	
			Subtotal for AVA Hardware	**$ 133,937.85**	
Software Application					
Software	Shall Include all necessary software , licenses, etc., for AVA operations	Site License (Users)	$ 20,000.00	$ 20,000.00	
Software Maintenance (2 Year)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 4,000.00
Maintenance Inflation Rate - Years 3 through 7	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for AVA Software Application	**$ 20,000.00**	**$ 4,000.00**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1			Included in Base	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				Included in Base
Hosting (Years 3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for AVA Hosting		
LED Signage					
Signs	Internal LED display sign	44 (Includes 3 spares)	$ 621.41	$ 27,341.96	
Labor	On-Site Installation	41	Installation included Above		
			Subtotal for AVA Signage	**$ 27,341.96**	
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for NCRTD staff *(includes operators, supervisors dispatch, maintenance & admin. staff)*	Hrs/Days	Included		

Tab NCRTD.2

Automatic Voice Announcement (AVA) System – Option 1

Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	Hrs/Days	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for AVA Training and Support	**$ -**	
			Total Cost for AVA System *This amount to be inserted in Tab NCRTD.7*	**$ 181,279.81**	**$ 4,000.00**

Tab NCRTD.3
Automatic Passenger Counter (APC) System – Option 2
Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for APC Operations *(example: cables, antenna, limited standard warranty, etc)*	**44** **(Includes 3**	$ 1,961.35	$ 86,299.45	
Labor	Onsite Installation	**41**	$ 2,389.29	$ 97,960.96	
Other (identify)	IVU - Hardware necessary for addition of Annunciator or APC system on Vehicle	44	$ 3,395.60	$149,406.29	
			Subtotal for APC System	**$333,666.70**	
Software Application					
Software	Shall Include all necessary software for APC operations	Site License **Users**	$20,000.00	$ 20,000.00	
Software Maintenance (Year 2)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 4,000.00
Maintenance Inflation Rate - Years 3 through 7	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for APC Software	**$ 20,000.00**	**$ 4,000.00**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1		Included		
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				Included
Hosting (Years 3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for APC Hosting		
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for NCRTD staff *(includes operators, supervisors dispatch, maintenance & admin. staff)*	**Hrs/ Days**	Included		
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	**Hrs/ Days**	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for APC Training and Manuals	**$ -**	
			Total Cost for APC System *This amount to be inserted in Tab NCRTD.7*	**$353,666.70**	**$ 4,000.00**

Tab NCRTD.4
Automated Bus Inspection Technology – Option 3
Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for Automated Bus Inspection Technology	44 (Includes 3 spares)	$ 931.73	$40,996.27	
Labor	Onsite Installation	41	$ -	$ -	
Other (identify)	Configuration of Hardware		$2,530.56	$ 2,530.56	
			Subtotal for Bus Inspection System	**$43,526.83**	
Software Application					
Software	Shall Include all necessary software for Bus Inspection Technology	6 Users	$ -	$ -	
Software Maintenance (2 Year)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 8,601.72
Maintenance Inflation Rate (Years 3 through 7)	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for Bus Inspection Software	**$ -**	**$ 8,601.72**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1			$ -	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				$ -
Hosting (3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Other (identify)				$ -	$ -
			Subtotal for Bus Inspection Hosting	**$ -**	**$ -**
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for NCRTD staff (*including operators, supervisors, dispatch, maintenance & admin. staff)*	Hrs/ Days	Included		
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	Hrs/Days	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for Bus Inspection Training and Manuals	**$ -**	
	Total Cost for Bus Inspection System *This amount to be inserted in Tab NCRTD.7*			**$43,526.83**	**$ 8,601.72**

Tab NCRTD.5
Paratransit Scheduling Software – Option 4
Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for Paratransit Scheduling System *(example: cables, antenna, limited standard warranty, etc)* ***Buses will already be equipped with MDT's***	**6**	N/A		
Labor	Onsite Installation	**6**	N/A		
Other (identify)			$ -	$ -	
	Subtotal for Paratransit Scheduling System			**$ -**	
Software Application					
Software	Shall Include all necessary software for APC operations	6 **(Users)**	$ 3,837.24	$23,023.45	
Software Maintenance (Year 2)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 4,740.72
Maintenance Inflation Rate - Years 3 through 7	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)	Implementation Services and Training		$25,631.39	$25,631.39	$ -
	Subtotal for Paratransit Scheduling Software			**$48,654.85**	**$ 4,740.72**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1			$ 1,629.11	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				$ 1,710.57
Hosting (Years 3 through 7)	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	
	Subtotal for Paratransit Scheduling Hosting			**$ 1,629.11**	**$ 1,710.57**
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for NCRTD staff *(includes operators, supervisors, dispatch, maintanence & admin. staff)*	**Hrs/ Days**	Included		
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	**Hrs/ Days**	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
	Subtotal for Paratransit Scheduling Training and Manuals			**$ -**	
	Total Cost for Paratransit System *This amount to be inserted in Tab NCRTD.7*			**$50,283.96**	**$ 6,451.29**

Tab NCRTD.6
Interactive Voice Response – Option 5
Pricing / Fee Schedule

Core Product	Product Description	# Units	Unit Price	Total Price	Maintenance Price
Equipment/Hardware					
Equipment	Shall include all necessary hardware for an Interactive Voice Response System *(example: cables, antenna, limited standard warranty, etc)*		N/A		
Labor	Onsite Installation		N/A		
Other (identify)	Installation, Configuration, Setup		$14,771.63	$14,771.63	
			Subtotal for IVR System	**$14,771.63**	
Software Application					
Software	Shall Include all necessary software for IVR System	Site License **(Users)**	$15,000.00	$15,000.00	
Software Maintenance (Year 2)	Fee for annual software maintenance support/updates (After first 12 months following acceptance)				$ 3,000.00
Maintenance Inflation Rate - Years 3 through 7	This is the inflation rate that the maintenance fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for IVR Software	**$15,000.00**	**$ 3,000.00**
Cost of System Hosting					
Year 1 (Begins at System Acceptance)	Includes cost to host system in year 1			$ 1,221.84	
Hosting (Year 2)	Fee for annual hosting services (After first 12 months following acceptance)				$ 1,282.93
Hosting (Year 3 through 7))	This is the inflation rate that the hosting fee will increase for each year (year 3 through 7)	5%			
Other (identify)			$ -	$ -	$ -
			Subtotal for IVR Hosting	**$ 1,221.84**	**$ 1,282.93**
Training & Manuals *(if cost is included with equipment purchase, indicate N/A or no charge)*					
Training	Onsite Training for NCRTD staff *(includes operators, supervisors dispatch, maintenance & admin. staff)*	**Hrs/ Days**	Included		
On-Going Support Training	On-Going Customer Support & Training *(includes new technology, webinars, refresher courses, etc)*	**Hrs/ Days**	Included		
Training Manual(s)	Hard Copy of Training Manual(s) (*one electronic copy is also required).*	1	Included		
Other (identify)			$ -	$ -	
			Subtotal for IVR Training and Manuals	**$ -**	
	Total Cost for IVR System *This amount to be inserted in Tab NCRTD.7*			**$30,993.47**	**$ 4,282.93**

Tab NCRTD.7
SUMMARY RECAP
PRICE / FEE SCHEDULE
for
Integrated Intelligent Transit System

ITEM DESCRIPTION	TOTAL PRICES / FEES	Maintenance Fee
Total Proposed Cost for ITS System *(reflect total from Tab NCRTD.1)*	$ 393,156.57	$ 22,237.63
Total Proposed Cost for AVA System (Option 1) *(reflect total from Tab NCRTD.2)*	$ 181,279.81	$ 4,000.00
Total Proposed Cost for APC System (Option 2) *(reflect total from Tab NCRTD.3)*	$ 353,666.70	$ 4,000.00
Total Proposed Cost for Automated Bus Inspection System (Option 3) *(reflect total from Tab NCRTD.4)*	$ 43,526.83	$ 8,601.72
Total Proposed Cost for Paratransit Scheduling Software (Option 4) *(reflect total from Tab NCRTD.5)*	$ 50,283.96	$ 6,451.29
Total Proposed Cost for Interactive Voice Response (Option 5) *(reflect total from Tab NCRTD.6)*	$ 30,993.47	$ 4,282.93
Total Proposed Cost for Options *(combine totals from Tabs NCRTD.1 - NCRTD.6)*	$ 659,750.77	$ 27,335.94

(ACT and NCRTD)
SUMMARY RECAP
PRICE / FEE SCHEDULE
for
Integrated Intelligent Transit System

ITEM DESCRIPTION	TOTAL PRICES / FEES	Maintenance Fee
Total Proposed Cost for ITS System *(reflect total from Tabs ACT.7 + NCRTD.7)*	$ 830,283.29	$ 44,415.26
Indicate additional cost savings based on coordinated trips for installation, training, and maintenance below. These savings are contingent on ACT and NCRTD both awarding a contract with the selected vendor.		
ACT Savings due to coordination	$ -	$ -
NCRTD Savings due to coordination	$ -	$ -
Total Proposed Cost for ITS Systems *(reflect total from Tabs ACT.7 + NCRTD.7)*	$ 830,283.29	$ 44,415.26

Total Proposed Cost for AVA System (Option 1) *(reflect total from Tabs ACT.7 + NCRTD.7)*	$ 353,074.15	$ 8,000.00
Total Proposed Cost for APC System (Option 2) *(reflect total from Tabs ACT.7 + NCRTD.7)*	$ 679,701.94	$ 8,000.00
Total Proposed Cost for Automated Bus Inspection System (Option 3) *(reflect total from Tabs ACT.7 + NCRTD.7)*	$ 81,303.21	$ 16,030.48
Total Proposed Cost for Paratransit Scheduling Software (Option 4) *(reflect total from Tabs ACT.7 + NCRTD.7)*	$ 100,567.92	$ 12,902.58
Total Proposed Cost for Interactive Voice Response (Option 5) *(reflect total form Tabs ACT.7 + NCRTD.7)*	$ 61,986.93	$ 8,565.85
Total Proposed Cost for Options *(reflect total form Tabs ACT.7 + NCRTD.7)*	$ 1,276,634.16	$ 53,498.92

Exhibit “B”

Technical Specifications

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1 Introduction

These specifications define the functional, performance, installation, integration and project management requirements for the implementation of an integrated *hardware (*suitable for harsh winter) and software solution featuring a core Intelligent Transportation System consisting of: AVL, MDT, CAD, GPS, bus stop monitors, Real Time Passenger Information & next bus related technologies, and the following optional items: AVA's (option - 1), APC's (option - 2), Automated Bus Inspection Technology (option – 3), Paratransit Scheduling Software (option 4), and Interactive Voice Response Software (optional – 5) that will meet the agencies needs and integrate with existing and planned future systems including ongoing maintenance of the solution. The passenger information will be available via the internet, cellular devices and passenger information signs at major transit hubs.

This document includes the following sections:

Section 2 provides an overview of the project scope;

Section 3 defines requirements for a fixed-route scheduling software, fixed-route Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) with on-board mobile data computer (MDC), real-time information system (RTIS) via dynamic message signs (DMS), web and mobile devices, and paratransit AVL/MDC;

Section 4 defines project implementation requirements; and

Section 5 defines warranty requirements.

2 Overview

2.1 Technical Scope

The following technologies shall be procured as part of this project:

a) On-board systems:

   a. Core Systems:
      i. Mobile Data Computers (MDCs) for on-board support of computer-aided dispatch/automatic vehicle location (CAD/AVL) technology.
   b. Optional Systems:
      i. Interior and exterior automated vehicle announcements (AVA) [optional];
      ii. Automatic passenger counters (APC's) [optional];
      iii. Automatic Bus Inspection Technology [optional];
      iv. Paratransit Scheduling Software [optional]; and

b) Fixed-end systems (hosted system):

   a. Core Systems:
      i. Fixed-Route Scheduling Software in a hosted environment;
      ii. CAD/AVL in a hosted environment;
      iii. Web interface and smart phone applications for real-time traveler Information.
   b. Optional Systems:
      i. AVA Management Software [optional];

ii. APC Management Software [optional];
iii. Automated Bus Inspection Technology [optional];
iv. Paratransit Scheduling Software [optional]; and
v. Interactive Voice Response (IVR) software and IVR Interface [optional]; and

c) CAD Functional Specifications

2.2 General

Equipment shall be properly grounded, with onboard equipment connected as directly as possible to the chassis ground.

Onboard equipment shall be wired as follows: wiring should be continuous between components so that no splices are covered by interior walls or vehicle dash.

Equipment components shall be replaceable as discrete units and identified by unique serial numbers. Serial numbers shall be organized in reports and listed by vehicle number. Each connector shall be keyed or otherwise configured so as to prevent inadvertent wiring mistakes during MDC replacement.

Equipment modules, cables, mounting hardware and connectors shall be designed to withstand the full range of operating environments found in the areas in which they are to be installed, and shall not interfere with the operation of existing onboard equipment including am/fm radios, two-way radios, wireless stop request system, bus camera antennas, and cellular antennas.

Equipment inputs and outputs shall be protected, to absorb “routine” electrostatic discharges, over-voltages and reverse polarity conditions. In the event of “extraordinary” conditions, equipment shall be designed to sacrifice inexpensive and easily identifiable components when necessary to protect more expensive components or those less easy to troubleshoot.

Equipment shall operate in accordance with these specifications for ambient temperatures from +14°F (-10°C) to +95°F (+35°C).

Equipment shall withstand without damage being stored for extended periods in ambient temperatures from -4°F (-20°C) to +140°F (+60°C.)

Equipment shall operate in accordance with these specifications for ambient humidity from 5% to 95%, non-condensing.

Equipment shall be sealed against dust and water intrusion, certified in compliance with the National Electrical Manufacturers Association (NEMA) 4 or IP65 standard (or better).

Equipment shall be housed in enclosures that cannot be opened with standard hand tools, and resist damage from vandalism.

Equipment shall conform to Federal Communications Commission FCC Part 15 Class A limits for conducted and radiated emissions of electromagnetic interference and radio frequency interference.

Equipment shall be tested and proven capable of withstanding power transients, electromagnetic interference and radio frequency interference without degradation at levels encountered in typical transit operations.

Onboard equipment shall be specifically designed for the harsh transit environment and shall meet the requirements of this specification under all conditions encountered in typical transit operations.

Onboard equipment provided shall operate in accordance with these specifications while withstanding the vibration and shock forces encountered in typical transit operations.

Onboard equipment shall operate from the vehicle electrical system, between 9 and 35 volts. Onboard equipment shall be securely mounted in the interior of the vehicle, clear of obstructions and interference-generating devices. The installed location of onboard components shall be determined in collaboration with the agency's staff.

The system shall meet or exceed all ADA requirements found in 49CFR Parts 37.167 and 38.35, as well as the requirements of the current version of the Americans with Disabilities ACT Accessibility Guidelines (ADAAG) at the time of implementation. Compliance involving readability distance shall involve the selection of sign face and character features, including background contrast, high character brightness, character font selection, number of pixels per character, character aspect ratio and number of pixels separating characters.

Installations shall be performed at any time during the day as approved by the transit agency. Contractor may be required by the transit agency to perform installations over nights, weekends and off-peak hours, and installations may need to be performed at the vehicle's home base.

The Contractor shall install and configure the entire system, including transit agency-provided computer hardware and integration with existing systems.

The Contractor shall provide all necessary personnel, tools, test equipment, transportation, hardware and supplies for the successful and complete installation of all equipment and software.

The Contractor shall be responsible for their own and subcontractors' performance and safety.

Installations shall be performed in accordance with all Federal, State and Local laws and regulations. The Contractor shall supply any electrical equipment necessary to operate system components using existing DC electrical power available on the transit agencies vehicles and existing AC electrical power at fixed facilities. If existing power arrangements are unsatisfactory, the Contractor must specify proposed alterations.

The transit agency reserves the right to allow no more than 10% of its vehicle fleet to be out of service within any given 24 hour period to accommodate vehicle installations.

The transit agency also reserves the right to when necessary allow less of its vehicle fleet to be out of service if needed in order to avoid disruption to revenue service requirements in conjunction with maintenance requirements.

The Contractor shall ensure that all vehicles made available for overnight installation work are ready for revenue service by the start of the next day.

The capabilities of existing infrastructure affected by or to be integrated into the new system, such as The transit agencies local area network (LAN) and wide area network (WAN) shall not be reduced at any time by system implementation.

The Contractor shall only be authorized to undertake installations after the transit agencies approval of a pre-installation inspection for each installation site, documenting the existing condition of any existing infrastructure that may be affected by the installation.

After installations, the Contractor shall be responsible for restoring the condition of any affected existing infrastructure at the installation sites to their pre-installation condition.

The Contractor shall be responsible for the security of equipment prior to installation. The transit agency will provide space for the Contractor to establish secure storage facilities. The Contractor shall provide details on the space required for equipment storage and vehicle installation. The transit agency will provide space for central system installations and vehicle installations.

The transit agency will provide light and electrical service at all installation locations, as well as access to compressed air at vehicle installation locations.

The transit agency will provide sufficient staff to move vehicles to and from the installation locations.

2.3 On-Board

2.3.1 Vehicle Area Network (VAN)

The Contractor shall install communications cabling and connections compliant with the Society of Automobile Engineers (SAE) J-1708/1 587 or J-1939 network standard, to form a VAN connecting the mobile data computer (MDC) with headsign, interior Dynamic Message Sign (DMS) for AVA [Optional], and APC equipment [optional] for common login, operating control and other integrated functionalities.

All supported Message ID's (MID) and Parameter IDs (PID), available for communications with future on-board devices using the J-1708/1 587 or J-1939 interface, shall be fully documented.

2.3.2 Electronic Inspection Handheld Device

Zonar's Electronic Inspection Handheld Device, or equal, for pre- and post-trip inspections, shall be provided for each vehicle.

www.zonarsystems.com/products/**evir**-vehicle-**inspection**/

2.3.3 Mobile Data Computer (MDC)

Requirements in this section apply to all fixed-route and paratransit vehicles unless stated otherwise.

2.3.4 Mobile Data Computer

2.3.4.1 MDC Hardware

2.3.4.1.1 General

The vehicle operator terminal shall be connected with or integrated into the Vehicle Logic Unit (VLU), and the combination will be subsequently referred to as the mobile data computer (MDC).

MDCs and radios shall turn on automatically when the vehicle ignition is turned on, and shall shut down at an agency configurable time after the vehicle ignition is turned off.

VLUs, which serve as the controlling computing device for the overall MDC, shall be capable of being locally configured, diagnosed and maintained using a laptop computer or other portable programming device (e.g., via USB port, RS-232 console port or the operator terminal).

2.3.4.1.2 Operator Terminal

The operator terminal of the MDC shall use a color backlit display, readable by the vehicle operator from the seated position under the full range of ambient illumination conditions. This could be accomplished through the incorporation of such measures as vehicle operator-controlled brightness/contrast control, anti-glare coating and adjustable orientation mounting.

The operator terminal shall allow the user to adjust the MDC speaker volume at any time while the MDC is on.

The operator terminal shall be operated using either at least eight programmable function keys with tactile and audible feedback or touch screen programmable buttons with visual and audible feedback. The MDC speaker shall provide audible feedback when a function key or on-screen key is pressed.

The operator shall not be able to manually shut off or disconnect the operator terminal power or manually shut down the application software.

2.3.4.1.3 Integrated Global Positioning System (GPS) Receiver and Antenna

The MDC shall incorporate an integrated GPS receiver to meet the following requirements:

a) GPS receivers shall report latitude, longitude, speed, time, direction of travel and whether the receiver has a GPS position lock.
b) The GPS receivers shall be parallel tracking receivers, capable of simultaneously tracking at least four GPS satellites in the best available geometry, while also tracking at least the four next best and/or upcoming (rising) satellites.
c) On-board GPS receivers must be Wide Area Augmentation System (WAAS)-capable, providing position accuracy within ten feet (or three meters) 95 percent of the time.
d) The GPS receiver shall have a cold start solution time of two minutes or less and a re-acquisition time of 15 seconds or less.
e) Velocity measurements provided by the GPS equipment shall be accurate to within 0.1 meters per second.
f) The GPS antenna shall be securely mounted on the exterior of the vehicle. The antenna, mounting and sealants shall be impervious to physical and chemical attack by automatic bus washing equipment.

2.3.4.1.4 Covert Alarm Switch and Covert Microphone

The covert alarm switch mounted at a location that can be easily pressed by the operator in a discreet manner.

The covert alarm switch shall not be activated by vehicle vibration.

The MDC shall be equipped with a covert microphone having adjustable orientation and sensitivity.

2.3.4.1.5 Wireless Local Area Networking Card (WLAN) Card and Antenna

Each MDC shall be equipped with a WLAN card and vehicle-mounted external antenna, compatible with wireless LAN data transfer support software to provided by the Contractor.

The transit agency shall be able to identify the Media Access Control (MAC) address of installed WLAN cards through the MDCs.

2.3.4.1.6 Interface with Interior DMS and Existing Public Address Speakers [Optional]

The MDC shall be interfaced with the interior DMS and the existing interior public address speakers to enable interior next stop announcements.

2.3.4.1.7 Interface with Automatic Passenger Counter (APC) [Optional]

The MDC shall be interfaced with the APC controller, to receive APC counts for transfer to the central system.

2.3.4.1.8 Interface with Existing Odometer

The MDCs shall be interfaced with the existing odometer, receiving the digital or analog signal and determining the distance traveled since the MDC was logged on, including the ability for the agency to adjust the odometer calibration.

The accumulated mileage data collected by MDCs shall be calibrated to be within 5% of observed mileage.

2.3.4.1.9 Interface with Existing Headsigns [Optional]

MDC software shall control the destination text to be displayed on the existing headsigns. The Contractor shall provide and install any upgrades to the headsign or headsign controller firmware needed to implement this interface. Direct interface control is required.

2.3.4.1.10 Interface with Existing Vehicle Radio, Handset and Operator Speaker

The MDC shall be interfaced with the existing vehicle radio to start and end voice calls as commanded based on data messages received from the central software.

The MDC shall be interfaced with the existing handset and operator speaker, to control to which of these incoming audio is routed based on the type of incoming voice call set up by dispatch.

2.3.4.1.11 Installation

The operator terminal shall be mounted within comfortable reach of the controls from the seated position for the full range of operators and vehicle types.

The operator terminal shall be securely mounted in the interior of the vehicle, so as to avoid blocking vehicle operator sightlines to front and side windows.

The location and mounting method for the VLUs and operator terminals shall be determined in collaboration with agency staff. If deemed necessary by the transit agency, the Contractor shall rearrange the installed locations of other onboard equipment to achieve a suitable overall arrangement of equipment (e.g., headsign OCU, radio/handset).

The VLUs shall be installed in lockable enclosures. Neither site (ACT or NCRTD) currently have any existing lockable enclosures.

2.3.4.2 MDC Software

2.3.4.2.1 General

The vehicle operator shall have full legibility from the operator seated position for the full range of operators and vehicle types, for person with 20/40 corrected vision under the full range of ambient illumination conditions.

The color combination to be used on the MDC terminal shall provide legibility for the color blind.

2.3.4.2.2 Logon and Logoff

The MDC shall allow vehicle operator logon using operator and run ID numeric entry.

The MDC shall check with the central system to validate that the operator and run ID are valid.

Once the operator and run IDs have been validated, the MDC shall complete the logon by selecting the trip/schedule data stored in the MDC that corresponds with that run/block.

After logon, the operator terminal shall display the current block/run, route, trip, next timepoint, and operator ID.

The MDCs shall use the logon data once the MDC logon is completed to provide run/block data to the APC [Optional] and next stop announcement equipment [Optional], and begin the process of automatically sending display commands to the headsigns based on vehicle location.

The MDC shall track whether or not the wheelchair lift was cycled before the vehicle has been moved an agency configurable distance after the logon, and report to central software if it was not cycled.

The MDC shall allow the vehicle operator to logoff by selecting the logoff key.

The MDC shall send a message to the dispatcher as a confirmation of the vehicle operator logoff.

The MDC shall periodically attempt to send a logon or logoff message until it receives an acknowledgement message from the central system, or if no response is received from the central system within an agency configurable time the MDC shall provide the operator with a "no logon response" message.

2.3.4.2.3 EVIR: Electronic Vehicle Inspection Report [Optional]

Zonar's EVIR solution for pre- and post-trip inspections, or equal, shall be provided and shall be incorporated into the MDC. After logon, the MDC shall track whether or not the inspections have been performed.

www.zonarsystems.com/products/**evir**-vehicle-**inspection**/

A copy of each site's current vehicle inspection form follows:

ATOMIC CITY TRANSIT DAILY PRE-TRIP AND POST-INSPECTION SHEET (Last Revised on June 3, 2010)

ATOMIC CITY TRANSIT

Operator 1: Unit :
Hour Meter: Date:
Beginning Mileage: Time:
Shift:

Under Hood:
* Leaks, Wiring, Fuses, Belts
* Oil, Coolant level & Hoses
* Steering, Shocks,Springs,Brakes
* Transmission Fluid Level
* Brake & Power Steering Fluid
* Window Washer Fluid
* Battery Box & Connections
Problems:

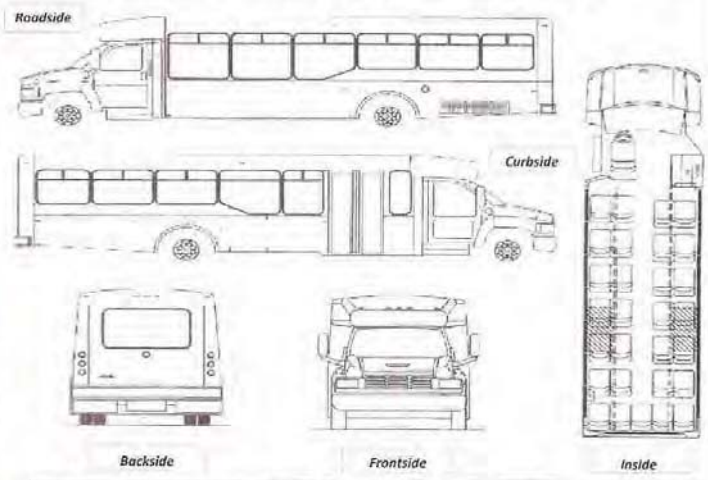
Exterior:
* Body, Glass, Mirrors, Hardware
* Headlamps, Lights, Reflectors, Flashers
* Wheels, Hubs, Lugs, Seals
* Tires, PSI, Tread, Mud Flaps
* License Plate & Light
* Slack Adjusters, Brakes & Drums
Problems:

Under Carriage:
* Air & Gas Tanks, Gas Cap, Axles
* Frame, Exhaust ,Drive Shaft, U-Joints
Problems:

Drivers Compartment:
* Driver Door, Locks
* Seat, Seat Belts, Web Cutter
* Insurance, Registration, Info. Cards
* Horn, Steering Wheel, Gauges
* Lights, Flashers, Fuses, Flashlight
* Defroster, Heater & A/C Unit
* Radio, PA System & Cameras
* Brake Test
Problems:

Passenger Compartment:
* Service Door, Glass, Handrail, Light
* Seats & Floor Clean & Secure.
* Fire Extinguisher, Triangles
* First Aid/CPR & Body Fluid Kits
* Emergency Exits, Signs & Alarms
* ADA Labels, Securements & Lift
Problems:

Please Place Your Initials On The Illustrations Below, Where Defective Items Are Found on the vehicle; Explain In Detail what Items Were Found On Problems Sections!



Walk Around Inspections Throughout The Day:

✓ No Problems Found ☒ Item Needs Work

Name		
Operator 2:		Problems:
Operator 3:		Problems:
Operator 4:		Problems:
Operator 5:		Problems:
Operator 6:		Problems:
Operator 7:		Problems:
Operator 8:		Problems:
Operator 9:		Problems:

Pre- Inspection
Post- Inspection

Additional Comments:

Last Operator: Unit :
Hour Meter: Date:
Ending Mileage: Time:
Shift:

Mechanic: Date Completed:
Corrective Action Taken:

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
VEHICLE PRE-TRIP INSPECTION REPORT

UNIT NO.:
DRIVER 1 NAME (print):
DRIVER 2 NAME (print):
DATE:

CODES	
?	= Meets Required Standards
O	= Not Required On This Unit
X	= Needs Repair

	AM	PM
DRIVER 1 START MILEAGE:		
DRIVER 2 START MILEAGE:		
DRIVER 1 END MILEAGE:		
DRIVER 2 END MILEAGE:		
DRIVER 1 DAILY TOTAL:		
DRIVER 2 DAILY TOTAL:		

NUMBER OF PINTS/QUARTS/GALLONS ADDED

MOTOR OIL COOLANT ATF WINDSHIELD WASHER

(CIRCLE EACH ADDED) QTY:

QTY:

PRE-TRIP	1 UNDER THE HOOD	PRE-TRIP	2 FRONT & LEFT	PRE-TRIP	3 REAR & RIGHT	PRE-TRIP	4 DRIVER AREA
	Engine Oil Level		Fuel Tank/Steps		Fuel Tank/Steps		Engine Start
	Anti-Freeze/Coolant Level		Exterior Mirror		Exterior Mirror		Steering Wheel
	Power Steering Fluid Level		Wheels/Tires		Wheels/Tires		Gauges/Warning Lights
	Brake Fluid Level		Front Axle Hub Oil Level		Front Axle Hub Oil Level		ABS Light
	Windshield Washer Fluid		Front Axle/Suspension		Rear Axle/Suspension		Heater/Defroster
	Transmission Oil Level		Brakes/Slack Adjusters		Brakes		Air Conditioner
	Battery (Corrosion)		Frame/Driveline		Turn Signals/Flashers		Horn/Backup Alarm
	Belts/Hoses		Head Lights/Marker Lights		Brake Lights		Brake Check (Hyd.& Air)
	Leaks		Turn Signals/Flashers		Back Up/Marker Lights		Fuel Card
	Broken/Missing Parts		Windshield/Wiper Blades		Spare Tire/Wheel		Registration
			Bike Rack/Grille		Emergency Door		Proof of Insurance
			Bumper		License Plate/Light		Seat/Seat Belt
			Paint/Body Damage		Bumper		Radio Check
			Exterior Clean		Exhaust System/Tail Pipe		
					Paint/Body Damage		

PRE-TRIP	5 INTERIOR	PRE-TRIP	6 EMERGENCY EQUIP.	POST TRIP	7 SHUTDOWN	DEFICIENCIES (REPAIRS NEEDED)
	Rear View Mirror		Seat Belt Cutter		Fuel Tank(s) Full	
	Emergency Windows		Fire Extinguisher		5 Minute Cool Down Idle (Diesel)	
	Operation of Service Door		Blood-Borne Kit		Drain Air Tanks	
	Clean Interior		First Aid Kit		Walk Around	
	Interior Lighting		Three Reflective Triangles		Paint/Body Damage	
	Passenger Seats/Seat Belts		Wheel Chair Tie Downs/Straps		Tires	
	Interior Damage		Accident Report		Interior Walk Through	
	Fare Box		Emergency Phone Nos.		Secure/Lock All Doors/Windows	
	Hand Rails/Steps		Spare Fuses		Return Keys To Board	
	Video Cameras		Sharps Disposal Container			
	Destination Sign		Reflective Safety Vest			
	Start Up & 3 Step Air Brakes Test		Wheel Chair Lift (cycle once)			

Driver 1 Signature: Driver 2 Signature: Date:

Supervisor's Signature: Date:

2.3.4.2.4 Voice Call Support

The MDC operator terminal shall provide Request To Talk (RTT) and Priority Request to Talk (PRTT) buttons, to allow the operator to request that the dispatcher set up a voice call.

When dispatch enables a one-way voice call to the vehicle the MDC shall provide a distinct audible alert tone. The audio will be routed through the driver speaker, and if the operator picks up the handset, audio shall instead be routed through the handset.

When dispatch enables a two-way voice call to the vehicle the MDC shall provide a distinct audible alert tone. The audio will be routed through the handset once the operator picks up the handset audio, until the end of the timed voice call after which the MDC shall automatically end the voice call.

When the operator hangs up the handset during a two-way voice call, this shall be detected by the MDC and the voice call ended. The MDC shall send a data message to notify dispatch that the voice call has ended.

2.3.4.2.5 Location Reporting

MDCs shall send a location report to the central system immediately when polled by the central system, or automatically once a programmable number of minutes have passed since the previous location report.

All transmitted data shall be stamped with following information: date and time, “GPS lock” status, GPS location latitude and longitude, heading, vehicle number, and vehicle operator ID number.

The MDC shall store the most recent location received from the GPS receiver. In the case when GPS receiver is not able to report the location, the MDC will continue to track vehicle location based on the odometer input.

2.3.4.2.6 Schedule Adherence

When a vehicle operator is logged in to a fixed-route run, the MDC operator terminal shall provide continuous feedback on current schedule adherence status, updated every second based on the estimated on-schedule time for the current location (not just the schedule adherence as of the previous timepoint), and displayed to the operator with an accuracy of one second. The estimated on-schedule time between timepoints shall be based on the typical link operating speeds.

The MDC shall send the most recent schedule adherence data as part of each location report.

2.3.4.2.6.1 Route Adherence

Based on configurable thresholds, the system shall compute whether a fixed-route vehicle is running on-route or off-route. The MDCs on fixed-route vehicles shall send a message to the central software when a vehicle is designated as having gone off-route or as having become back on-route.

The MDC shall periodically attempt to send an off-route message until it receives an acknowledgement message from dispatch.

The MDC shall display on the vehicle operator terminal whether vehicle is on-route or off-route.

2.3.4.2.7 Covert Alarm and Covert Microphone

The MDC shall detect if the covert alarm switch circuit is closed for at least one second and automatically send an alarm message to the dispatch and place the MDC into the covert alarm mode. The MDC shall allow dispatch to activate audio transmission from the covert microphone, but only once the covert alarm has been activated by the operator.

The MDC shall disable the receipt of voice calls or the sending/receiving of text messages while in the covert alarm state, but shall leave the Request To Talk (RTT) and Priority Request To Talk (PRTT) buttons activated.

Only dispatch shall be allowed to terminate the covert alarm state once the covert alarm state has been activated.

The MDC shall periodically attempt to send the covert alarm message until it receives an acknowledgement message from the central system.

When the MDC is in the covert alarm mode, there shall be no indication on the display other than subtle symbols or icons approved by the agency, signifying that the covert alarm has been accepted by a dispatcher and that the covert microphone is being monitored.

2.3.4.2.8 Canned Data Messaging.

The MDC shall not allow vehicle operators to send or view a canned data message when vehicles are moving over a pre-defined speed (e.g., two miles per hour).

The MDC shall allow the vehicle operator to send a canned data message to the central system by selecting from a set of pre-defined messages. All canned messages to dispatch shall include the date, time, location and odometer value.

The MDC shall signal with a distinct audible alert tone when a text message is received from dispatch and available for viewing.

The MDC shall store up to ten text messages received from dispatch, indicate to vehicle operators when there are unread text messages, and allow stored text messages to be viewed or deleted. The MDC shall allow the vehicle operator to view received text messages that are longer than that can fit on one line of the display.

The MDC shall also allow the operator to send an acknowledgement or Yes/No response to certain text messages received from the central system.

The MDC shall periodically attempt to send a canned data message or response until it receives an acknowledgement message from the central system.

2.3.4.2.9 Wireless LAN Data Transfer

The MDC shall automatically connect and authenticate to the garage WLAN once in the coverage area.

The MDC shall start wireless data transfer through the WLAN once the vehicle is authenticated by the garage WLAN.

The MDC software shall implement any on-board device software or firmware upgrades/patches or configuration data downloaded by the wireless LAN data transfer server.

The data transfer shall not interfere with other data being transferred to the garage (ie. camera data).

2.3.4.2.9.1 Mobile Data Communications

The MDC shall use the two-way radio or cellular data modem to send and receive messages with the central software at any time, without regard to whether or not a voice radio call is in progress.

The data protocol used for transmission shall accommodate the required functionality for up to at least 500 vehicles at a one minute polling interval.

2.3.4.2.10 Ridership Counting

The MDC shall have the ability for the driver to keep track of ridership by at least eight categories of riders which shall be designated by each agency. The driver will enter ridership manually on the MDC as each passenger boards.

2.3.4.2.11 Transfer Request

The driver shall have the ability to send information to other drivers on the MDC regarding passengers that need to transfer.

2.4 On-board Integration

2.4.1 General

The MDC shall be integrated with the headsign, interior DMS [Optional], APC controller [Optional], and powertrain onboard computer.

The MDC shall synchronize the APC controller date/time at least daily.

2.4.2 Headsign Integration

At an agency configurable distance before the start of each trip, the MDC shall change the headsign message to display a message that can be configured by the transit agency.

When the vehicle is logged into a run using the MDC but operating on deadhead from the garage to the first trip of the run, the MDC shall automatically command the headsign to display a message that can be configured by the transit agency. This message could be “OUT OF SERVICE”, “FROM GARAGE” or the message that will be displayed during the first trip.

When the vehicle is logged into a run using the MDC but operating on deadhead to the garage from the final trip of the run, the MDC shall automatically command the headsign to display a message that can be configured by the transit agency. This message could be “OUT OF SERVICE”, “TO GARAGE” or the message that will be displayed during the final trip.

When the vehicle is logged into a run using the MDC but operating on deadhead for interlining between trips in the course of a run, the MDC shall automatically command the headsign to display a message that can be configured by the transit agency. This message could be "OUT OF SERVICE" or the message displayed during either the previous or upcoming trip.

When the vehicle is logged into a "special" run using the MDC, the MDC shall automatically command the headsign to display a message that can be configured by the transit agency for that run (e.g., "OUT OF SERVICE", "IN TRAINING").

When the vehicle is logged into any run using the MDC, the operator shall be able to manually command the headsign to display one of a set of preconfigured messages that can be configured by the transit agency (e.g., "OUT OF SERVICE", "IN TRAINING").

The operator shall continue to be able to use all features of the existing headsign controller, regardless of whether or not the operator has logged into a run using the MDC or whether the MDC is operational.

2.4.3 Automatic Passenger Counters (APC) [Optional]

2.4.3.1 APC Sensors

The doorway sensors shall be able to count and differentiate between boarding and alighting passengers.

The doorway sensors for all doorways shall be connected to a single APC controller.

The doorway sensors shall be able to separately count successive passengers that are walking as close together as is practicable, either one behind the other or side by side.

The doorway sensors shall be able to count moving passengers with heights between one meter in height and the maximum height of the doorway.

The doorway sensors shall be able to count moving passengers with speed between 0.1 and 3 meters per second.

The doorway sensors shall not register as multiple passengers the passage of a single passenger that reaches into or out of the doorway passage, or is swinging their arms, while passing through the sensor beams.

The doorway sensors shall not separately count objects carried by passengers, such as shopping bags or umbrellas.

Boarding and alighting counts shall only be recorded when the doorway is open. This will avoid any counting of passengers moving in the vicinity of the doorway passages between stops.

Boarding and alighting counts shall only be recorded when the vehicle MDC is logged in. If there is a breakdown and passengers need to transfer to a replacement vehicle, this will allow the passenger transfer to be done with both vehicles logged out so that the transferring passengers are not erroneously double-counted.

The Contractor shall collect at least 700 boarding and alighting counts or a sample of boarding and alighting counts for at least three revenue trips (whichever is greater) for testing the accuracy of the APC system. The measured accuracy shall be at least 95 percent for the sample. The percent error for boarding or alighting counts at a given doorway, measured at a given stop, shall be calculated as: absolute value of (measured count minus observed count) divided by (observed count). For example, if seven passengers were observed boarding through the front door at the stop and the APC system recorded eight passengers boarding, the percent error would be 1/7 (i.e., 14%).

2.4.3.2 APC Controller

The APC controller shall be interfaced with a wheelchair lift sensor, with the number of wheelchair lift operational cycles at each stop also recorded.

The APC controller shall be interfaced with a bicycle rack sensor, with the number of bicycle racks operational cycles at each stop also recorded.

For each stop, a data record shall be created to store the number of boarding and alighting passengers for each doorway, the number of wheelchair lift activations, and the number of bicycle rack activations.

Each data record shall also include the current GPS location latitude and longitude, as well as the current date/time, vehicle number, vehicle operator ID number, block number, run number, route number, trip number, and odometer reading.

Data records may be stored in either the APC controller or the MDC, with sufficient on-board memory capacity to allow for storage of at least 72 hours of APC data.

On-board memory shall use non-volatile storage so that a power supply is not required to retain the stored APC data records.

Utility software shall be provided, for use on a laptop computer connected via a serial communications connection to either the APC controller or the MDC, which supports calibration of the doorway sensors and review of stored data records.

Upon command from the WLAN subsystem, data records shall be uploaded from the APC subsystem. The APC subsystem shall not erase or allow the overwriting of data records until confirmation is received from the WLAN subsystem that the data records were successfully received.

Upon command from the WLAN subsystem, APC software or configuration data updates shall be downloaded to the APC subsystem and installed in the MDC or APC controller.

Upon successful receipt of a file from the WLAN subsystem, the APC subsystem shall provide an acknowledgement to the WLAN subsystem.

The APC subsystem shall provide a backup method (for use when the WLAN subsystem is temporarily unavailable) for bi-directional data transfer between vehicles and the central system, involving one or more portable devices that can be connected with the APC controller or MDC in each

vehicle and with a reader device on the central system network (e.g., portable computer, memory cards). If battery power is required, the portable device(s) shall be rechargeable and have sufficient battery capacity to operate over an eight-hour shift between recharges. The portable device(s) shall have sufficient memory capacity to carry data to be uploaded to all vehicles and up to 72 hours worth of APC data from all vehicles by the end of the shift.

2.4.3.3 Installation/Integration

The APC controller shall be integrated with the on-board MDC, based on the standard SAE J-1708/J1587 or J-1939 VAN.

APC sensors shall be mounted so as to avoid any protrusions into the doorway passage, with sealed windows for the infrared beams.

Cabling to the doorway sensors shall be shielded and routed to avoid sources of electromagnetic interference, such as fluorescent lighting ballasts.

The doorway sensors and APC controller shall be mounted in locations that are not accessible to the vehicle operator.

The alignment of the doorway sensors shall be calibrated after installation to establish the alignment settings for each vehicle that achieve the most accurate performance (and the calibration settings for each vehicle shall be documented for future reference).

2.4.4 Automated Vehicle Announcements (AVA) [Optional]

2.4.4.1 AVA Controller

The AVA controller shall provide audio and visual announcements to on-board riders and those waiting to board. As each fixed-route vehicle approaches a stop or other designated location, a digitally-recorded announcement shall be automatically made over the existing on-board public address (PA) system speakers and displayed on one DMS inside the vehicle to inform passengers about upcoming stops, major intersections and landmarks.

The AVA controller shall make an exterior announcement of the current route number and destination when doors open at a stop. At other locations (e.g., major intersections, transfers to other routes), the controller shall make preset location-based interior announcements.

The volume of the internal announcements shall be automatically adjusted according to the noise level on the vehicle at the time, and the vehicle operator shall not be able to lower the announcement volume.

The AVA shall make ambient external noise measurements to provide independent, automatic volume control for external announcements.

The AVA shall provide the capability to adjust the minimum and maximum volume levels separately for interior and exterior announcements.

The AVA announcements and PA volume level controls shall also allow the operator to separately adjust the volumes for the driver and handset speakers.

No vehicle operator interaction shall be required to operate the AVA.

The vehicle operator shall have the ability to manually trigger the activation of any pre-recorded announcements if needed.

Vehicle operator use of the on-board PA system shall override any automated announcements.

The location information announced/displayed shall provide the stop name and transfer opportunities. The AVA shall not interfere with any existing PA system capabilities.

Vehicle operators will be allowed to override AVA announcements for manual PA announcements for configurable time durations. The controller shall revert to automated announcements after the time limit expires.

The vehicle operator or dispatcher shall be able to activate a stored announcement on demand. Dispatchers shall be able to activate the announcements simultaneously on a group of buses.

The AVA controller shall use the vehicle location information from the AVL system to trigger the appropriate announcements on-board the vehicle whenever the vehicle enters a “trigger zone.” A trigger zone is a user-defined area that is located just prior to each stop location. For example, the trigger zone may begin 800 feet before a stop as well as at selected other announcement locations. Trigger zones will be pre-defined by the central software and downloaded to the controller.

The controller shall be capable of making time-based, location-based and vehicle operator-initiated announcements/displays.

Time-based announcements/displays shall be programmed to be made on-board the vehicle at specific times of the day or at a set frequency within specified time periods, on specific days of the week.

Location-based announcements/displays shall be programmed to be made on-board the vehicle when that vehicle passes any designated location(s).

Vehicle operator-initiated announcements/displays (e.g., safety-related announcements) shall be programmed to be made at the vehicle operator’s discretion.

Automated announcements shall continue to operate normally when the MDC is in silent alarm mode. In the event that a vehicle is operating off-route, the automated announcements/displays shall not be made.

Once the route is reacquired, the system shall automatically determine and announce the next valid bus stop or other designated location. Off-route and on-route detection and recovery shall be automatic and not require vehicle operator intervention or action.

2.4.5 Interior Dynamic Message Signs (DMS) [Optional]

The AVA system shall be integrated with an interior DMS, mounted to be legible from the entire passenger compartment.

Each sign shall consist of one row providing at least sixteen Light Emitting Diode (LED) variable characters with height of at least two inches. If the text cannot fit the DMS screen in a single row, the system shall have the ability to scroll or page through to show the entire text of the message to be displayed on the DMS.

The AVA system shall provide text announcements for configurable duration, which will be set using the central recording software.

As any fixed-route vehicle approaches a stop or other designated location, the AVA system shall provide a stored text announcement at the same location as interior audio next stop announcement. The AVA system shall provide stored text for location triggered, periodic or operator-activated announcements.

The DMS shall display the current date/time when not displaying a triggered announcement.

The DMS shall have the ability to display safety notices when not displaying a triggered announcement.

The DMS shall display the “stop requested” message when stop requested signal gets activated by a customer.

If stop request signal is received while another message is being displayed on the DMS, the AVA system shall show stop requested message after current message is completed.

If the next stop announcement begins while the stop requested message is displayed, the stop requested message shall be interrupted.

2.5 Wayside Systems: Real-time Information Dynamic Message Sign (DMS)

2.5.1 Hardware

The Contractor shall install light emitting diode (LED) and Liquid Crystal Display (LCD) DMS at locations to be determined by the transit agency.

Indoor (LCD) DMS shall consist of seven rows providing at least 20 variable characters per row with height of at least two inches.

Outdoor (LED) DMS shall consist of three rows providing at least 20 variable characters per row with height of at least three inches.

Table 2. Details of DMS

Type of DMS	Location	Location type	Character height	Number of Characters per line	Number of Lines	Quantity
LCD	Transfer Center	Indoor	2"	20	7	2
LED	Transfer Center	Outdoor	3"	20	3	5
LED	Transfer Center	Outdoor	3"	20	1	5

DMS controllers shall be capable of being configured and maintained both remotely or locally using a laptop computer or other portable programming device (e.g., via a USB port, an Ethernet port, or an RS-232 console). These devices may also be used for performing routine diagnostic maintenance on the signs/monitors.

Maximum DMS intensity shall be along the axis perpendicular to the sign face and at least 50% of this maximum intensity shall be maintained within a cone spanning 22 degrees in any direction from this axis.

DMS messages shall be readable by a person with 20/20 corrected vision within the cone of maximum intensity at up to 40 feet from the sign face per inch of character height, under the full range of ambient illumination conditions.

The LED half-life (time until light output has diminished by 50% from the original rated value) shall be a minimum of 100,000 hours. The LCD half-life shall be at least 30,000 hours.

The Contractor shall submit, for each DMS:

a. Dimensions of display area;

b. Enclosure dimensions and construction/material details;

c. Recommended installation method;

d. Requirements for and dimensions of all installation hardware;

e. Weight of DMS and associated installation hardware;

f. Power requirements (voltage, peak and average current draw);

g. Communications method between DMS and control software;

h. Available display colors; and

i. Available enclosure colors.

j. The Contractor shall submit, for each DMS:

No ethernet connectivity will be available. Wireless technology will need to be used.

2.5.2 Enclosures

DMS must be protected using vandal-resistant enclosures.

The front face shall provide high contrast, low sunlight reflection in all weather and site conditions.

The enclosure shall be durable in extreme weather and site conditions as discussed in Section 3. Displays shall be legible when sunlight is shining directly on the display face or when the sun is directly behind the display.

The display housing shall provide safe and convenient front service access for all modular assemblies, components, wiring, and other materials located within the housing.

All internal components shall be removable and replaceable by a single technician with basic hand tools.

Service access shall involve unlocking and opening one or more hinged front face panels.

Removal of a display module will not be required to access the internal components of the display.

2.5.3 Audio Announcement of Wayside DMS Text

The DMS shall include a manually-activated audio announcement system, which shall read out the sign text once successively in English and Spanish after a pushbutton has been pressed.

Audio sign messages shall be constructed in real-time by the DMS in a manner that avoids the need to send audio data over the radio system, using either prerecorded announcements or text-to-speech generation of quality acceptable to the transit agency.

The audio announcement system shall be made through speakers built-in to the DMS enclosure or installed nearby.

The pushbutton must be mounted no higher than 48 inches and no lower than 15 inches from the finished floor of the shelter or kiosk.

An unobstructed pathway no less than 36 inches wide connecting the pushbutton to an adjoining or overlapping accessible route must be provided. A clear floor space of no less than 30 inches wide by 48 inches long must exist at the device (wheelchair footprint).

The pushbutton must be operable with one hand; not require tight grasping, pinching, or twisting of the wrist; and the force required to activate the button shall not exceed 5 pounds-force (22 Newtons).

The pushbutton shall emit a brief low volume sound every few seconds (e.g., “chirp”) to guide the visually impaired to the pushbutton location.

The audio volume shall be automatically adjusted based on the current ambient sound level in front of the DMS to ensure that it is only loud enough to be understandable within a five foot radius from the sign.

2.5.4 Controller

Each controller shall be connected to photoelectric sensor(s) sufficient to automatically adjust DMS output to address the requirements for legibility under varying ambient illumination conditions.

The controller shall have a time of day clock and calendar. The time and date shall be in sync with the system time at the transit agency.

The controller shall incorporate a real-time clock capable of maintaining the current date/time for up to 14 days without external power supply. The controller shall be capable of receiving updated date/time data from the central software and using this data to update the real-time clock.

Public information messages/schedules and display configuration shall be stored in a minimum of 10 MB of non-volatile memory, to enable the immediate restoration of these messages when power is restored after a power loss.

The controller shall be configurable with a unique name for the display. When powered on, the DMS shall present the following information at a minimum on the display:

a) Name of the sign;

b) Product name;

c) Firmware revision;

d) Communication port configuration information;

e) Hardware address of the controller; and

f) Day, date, and time.

Next vehicle arrival prediction messages shall be generated automatically by the controller, incorporating the arrival time prediction data as it is received from the central prediction software.

The format of the message template shall be “(route #) (route/destination name) (countdown minutes)”, or an approved alternative format agreeable to the transit agency.

When the sign receives a message from the central software indicating that current prediction data is not available, the DMS shall display an alternate message approved by the transit agency.

The controller shall be capable of displaying messages on multiple sequential “pages”. For example, displaying a next vehicle arrival message, and a date and time message, each within a single row, would use an alternating sequence of two one row message “pages.”

Hold times for each message display and the blanking interval between message displays shall be variable in 0.1 second increments.

The DMS shall include ongoing self-diagnostics and shall send an alarm message to the central software in the event that a diagnostic fault is detected.

2.5.5 Communication

The DMS controller shall be able to receive instructions from and provide information to central diagnostics/control software over the data communication network infrastructure to be implemented for the project. The network interface cards to be proposed with the sign shall be able to interface with the the transit agency network.

DMS shall be equipped to communicate with the central system using the wireless data network. Also, the DMS shall have the capability to communicate with the central server over an Ethernet connection.

The DMS data communication equipment shall be housed within the sign case.

Interface with central system shall utilize NTCIP standards, allowing additional signs to be added to the system without contractor support. Interface Control Document (ICD) must be provided.

The controller shall be able to run independently from the central software allowing the DMS to operate even when the DMS is not in communication with the central software, including the ability to autonomously countdown the arrival predictions as time progresses even though not receiving further arrival prediction updates.

The DMS controller shall be able to receive instructions from and provide information to a local computer equipped with diagnostics/control software through a serial connection port.

The data-link protocol will use a check summing technique to guarantee packet integrity. Packets must be discarded if the packet's check sum is not valid.

Each DMS on the network will be assigned a unique ID.

Each DMS must acknowledge every packet addressed to it, except in the case of broadcast addressing.

2.5.6 Installation

The outdoor DMS shall be installed such that those can be removed in the event of severe weather or fire for safety.

The DMS shall be mounted using hardware that allows the vertical and horizontal orientation to be adjusted as part of and subsequent to installation.

The Contractor shall connect the signs to the local power supply provided by the transit agency at each sign location, including DMS and mounting hardware grounding as well as the provision of a power disconnect near the DMS that is accessible without need to touch the DMS enclosure.

2.6 Central Systems (Hosted)

2.6.1 General

The Contractor shall provide all software and hardware that comprise the overall central system, including the required number of licenses for all users. Contractor shall host the proposed system on their servers.

All data shall be the property of the transit agency and shall be immediately available to the transit agency.

All workstation, server operating system, and relational database software shall be the most recent supported by the application software, at minimum Windows 2007, Windows Server 2008, and Windows SQL Server 2008.

Data shall be retained in a historical database for use by management and other the transit agency staff to plan and assess system performance, and to address inquiries, conflicts and related issues.

The Contractor shall determine and describe the need and procedure for an incremental, daily or other time frame-based back up of ITS data. Other needs related to the archiving of ITS data, such hardware and software, shall also be determined and described by the Proposer.

The Contractor shall implement a test environment where software updates and configuration changes can be tested prior to be implemented in the production system. Any future updates or upgrades must be tested in the test environment before implementing those on production servers.

2.6.2 Maps

ACT currently uses Arc View. Vendor shall provide the GIS editing license as part of the proposed solution for maintenance of AVL maps.

The central software shall incorporate maps to support the functionality, comprised of a selection of individually selectable theme layers (e.g., streets, street names, water features, parks, major buildings).

Contractor will supply the base map.

The system shall include mechanisms to allow for periodic independent updates by the transit agency to the central software maps.

The transit agency shall be able to develop additional overlay map layers to the external source map that can include polygons (e.g., municipal boundaries), lines (e.g., route traces) and points (e.g., landmarks, transfer locations, timepoints, stops), with the color, shape and thickness being selectable. The software shall allow users to view the map, including a selectable combination of the source map layers and new layers, at various user-defined zoom levels.

The software shall allow the user to calculate the distance along a line drawn on the map as a sequence of straight lines between points.

2.6.3 Fixed-route Scheduling Software

2.6.3.1 Route and Stop Definition

The system shall be capable of defining an unlimited number of bus stops and nodes.

The system shall permit the user to define bus stops using a variety of methods, including direct entry of GPS determined coordinates, and setting the stop location with a mouse click.

System shall be capable of allowing stops to be properly positioned at intersections.

System shall be capable of allowing the user to assign stop amenities (*e.g.*, bench, shelter, etc.) to each stop and other supplemental data.

The system shall also have the ability to import stop data from an external system in excel or comma separated value (CSV) file format.

The system shall allow any number of trip patterns to be defined as distinct bus stop sequences, including the designation of selected stops in each trip pattern as schedule timepoints and whether a trip pattern is inbound or outbound.

The system shall be capable of displaying all trip patterns, or fixed portions of flexible trip patterns, on a map for visual display.

The system shall be capable of calculating distances for deadhead route segments, entire trip patterns, and selected trip pattern segments defined by the user.

The system shall allow the definition of average running speeds, for various days and time periods, for deadhead segments and between designated pairs of stops along each trip pattern.

The system shall be capable of generating a list of turning movements for an entire trip pattern.

The system shall allow routes to be defined as a sequence of trips using selected trip patterns during defined time periods.

2.6.3.2 Creation of Timetables

The system shall be capable of rotating the extraboard automatically.

The system shall be capable of calculating the running time between any pair of timepoints on any trip pattern, taking into account running speeds. The system shall also allow running times to be manually input if needed, such as for deviated flexible route segments.

The system shall be capable of automatic or manual trip building for each route, using the designated sequence of trip patterns. The system shall build trips based on user-specified headways or user-specified trip start/end times. The system shall allow for defining exceptions to the daily operating schedules.

The system shall permit users to automatically or manually assign trip numbers.

The system shall allow for modifying built trips, based on modifying a single trip pattern, all trips in a single direction or a combination of the above.

The system shall permit authorized users to assign specific vehicle types to trips.

The system shall be capable of computing deadhead time, including the effect of varying running speed in various time periods.

The system shall provide summary data on trips and running times, including total trip length, total deadhead time, number of stops and service start/end times.

2.6.3.3 Vehicle Assignment

The system shall be capable of either automatic or manual vehicle block development based on user-defined variables, with checks to ensure that all trips have been assigned. The system shall be capable of blocking trips based on an assigned bus type.

The system shall permit users to automatically or manually assign block numbers.

The system shall be capable of developing potential interline relationships for the entire service or based on the user selecting specific routes or trips.

2.6.3.4 Runcutting

The system shall be capable of cutting single-piece or multi-piece work assignment runs, with each piece being a sequence of route trips from a particular block.

The system shall permit users to automatically or manually assign run numbers.

The system shall generate runs that incorporate the transit agencies management rules.

The system shall flag when a manual or automatically generated runcut violates a management rule.

The system shall allow for the development of alternative runcut scenarios, allowing the transit agency management to compare resulting costs for each scenario. Results shall be at least as cost effective as those currently produced manually for an equivalent scenario.

The system shall allow the shifting of trip relief times (as stated in block tables) to optimize runcuts. The system should allow the user to specify compressed work weeks (e.g., 4 day work weeks, 10 hour days).

The system shall permit the transit agency to manually cut some or all of the blocks.

2.6.3.5 Shift Assignment/Rostering

The system shall be capable of building rosters automatically.

The system shall permit users to automatically or manually assign roster numbers.

The system shall have the capability to take into account special service in effect for selected dates (e.g., holidays).

The system shall allow the transit agency staff to establish rules on which rostering suggested by the system will be based.

The system shall have the capability to create separate rosters for various groups of drivers (e.g., part-time rosters).

The system shall have the capability to validate the transitions between rosters for two consecutive roster periods.

The system shall have the capability to automatically generate one roster at a time or all rosters.
The system shall support both roster and cafeteria style rosters.

The system shall allow the transit agency staff to access human resources information that has been imported into the system for any bus driver.

The system shall validate driver choices to determine whether each driver meets minimum rest time requirements between runs.

The system shall validate driver choices to determine whether each driver meets requirements for minimum/maximum assigned work load.

2.6.3.6 Reporting

The system shall generate a report for each trip pattern, listing the distances and running times between timepoints.

The system shall generate detailed timetables for each route and for each service day type.

The system shall generate timetables suitable for providing schedule information to the customers (e.g., in pocket timetables).

The system shall generate a report listing the block numbers and detailing the sequence of trips for each.

The system shall generate a report detailing the block/trip for the sequence of work pieces comprising each run.

The system shall generate a report listing the set of runs in each roster, in a suitable format for driver signup.

The report files shall be easily exported to formats that can be opened and edited in Microsoft Word and Excel.

2.6.4 CAD/AVL Software General

All communications and CAD/AVL data shall be stored in a manner that allows direct access by the software for at least 90 days. Utilities shall be provided to support archive and restore functions for older data.

The system shall store CAD/AVL time-related data with a resolution of seconds.

The priority ordering of the displayed vehicle event list (e.g., covert alarm, PRTT, RTT, logon, logoff, and maintenance critical alert) shall be configurable by the transit agency.

The displayed vehicle status list (e.g., schedule adherence, route adherence) shall be capable of being sorted on any data field by the individual dispatcher.

2.6.4.1 Remote Access

A “thin client” program shall be provided to allow remote access to software on workstations from customer service, maintenance and other authorized transit agency staff.

2.6.4.2 Mobile Access [optional]

One fixed-route street supervisor vehicle shall be equipped with a laptop. The laptop shall use the remote access method to the central software, over a cellular data connection. The laptop and cellular connections will be provided by the transit agency.

Software functions and views to be seen on mobile laptop based access shall be configurable by the transit agency.

2.6.4.3 MDC Logon Verification

The system shall receive and validate a logon request from an MDC, if the operator ID and run ID are valid and not already logged in on another MDC (and otherwise respond that it is an invalid login attempt).

The system shall receive and immediately process a logoff message from an MDC.

In addition to logon requests and logoff messages, the system shall receive various other incoming message types including location reports, schedule/route adherence reports, covert alarm messages, device alarm messages, maintenance critical alert messages and text messages.

The system shall log all outgoing and received data in a historical database, including date/time, vehicle number, vehicle operator ID number, dispatcher number, block number, route/run number, trip number, and odometer reading, GPS location latitude and longitude, schedule adherence, message type, and message content. The historical database shall be read-only. Historical data shall be available in a format that is directly accessible by or importable into common database management and analysis tools.

2.6.4.4 Location Tracking

The system shall poll revenue and non-revenue vehicles for a location report whenever a configurable time has passed since the most recent location report was received.

The system shall receive and store latitude and longitude information stamped with date, time, vehicle, block, operator, run, route, trip, and odometer from MDCs.

The map display icon for the vehicle location should provide the individual choice for each workstation of whether to display as the label the vehicle, block, route or operator.

The display shall provide an indication if the last reported location being displayed is older than the reporting interval.

2.6.4.5 Route and Schedule Adherence Tracking

The system shall track the times when buses arrive at each bus stop, even if the door doesn't open, and store the associated schedule adherence data along with date, time, stop, vehicle, block, operator, run, route, trip direction, and odometer.

Based on configurable thresholds, the system shall use the reported schedule adherence data to designate when vehicles are "early," "late" or "on time."

Based on thresholds configurable by the transit agency staff, the system shall designate when vehicles are deemed off-route.

The system shall highlight to the dispatcher the vehicle IDs of those vehicles that are operating early, late or off-route, using tabular and map displays to indicate their current schedule and route adherence status. The tabular display entries and the map display symbols for these vehicles shall use distinct and configurable color codes for early, late and off-route status.

The system shall provide a real-time output of the current location and schedule adherence for all fleet vehicles, for use by the next stop prediction software. The Contractor shall document and provide to the transit agency the communications protocols, command sets and message formats used in this interface.

The system shall be able to report on timepoints with on-time performance that is outside of a set threshold and flag these. If this feature is not included in the standard reporting capability of the CAD/AVL software, the Contractor shall provide this feature as a custom report.

2.6.4.6 Voice Call Setup

The system shall allow the dispatcher to view Request To Talk (RTT) and Priority Request To Talk (PRTT) messages received from MDCs on a tabular display, together with the time received.

The voice call functionality shall allow the dispatcher to set up a voice call response to the initiating vehicle operator by first selecting RTT or PRTT from the tabular display.

The system shall allow set up of a one-way broadcast voice call to a single vehicle or a group of vehicles.

The system shall provide the capability to set up a voice call with an individual vehicle, individual operator, all vehicles in a fleet group, all vehicles on a route or set of routes, all vehicles in a selected group or all vehicles within a selected geographic area on the map.

The system shall provide the ability to set up stored sets of vehicles using above criteria, to use for setting up voice calls.

The remote access for street supervisors to the CAD/AVL software via the vehicle mobile workstation shall allow supervisors the ability to set up a voice call with one or more operators.

The system shall require the dispatcher to establish a timeout interval for any voice call.

The voice call timeout setting shall offer a default interval and alternative intervals determined by the transit agency.

2.6.4.7 Location Playback

The dispatcher shall be able to review on the map display the chronological sequence of reported locations for a specified vehicle over a specified time period.

The software shall provide controls to view the entire sequence of reported locations from the beginning of the time period or to step through the sequence incrementally forwards or backwards.

The system shall allow replay for a single vehicle, selected set of vehicles or all vehicles on the selected map view for selected time period.

The system shall allow selection of any time period for the historical data.

The replay data shall include location reports, schedule adherence data and on-route status.

All users accessing the CAD/AVL software including workstation users, remote access users and mobile access users shall be able to access the playback function.

The system shall allow the ability to use playback without exiting from the current CAD/AVL operational view.

The system shall be able to be store a playback in a format that can be exported for viewing on any computer.

2.6.4.8 Text Messaging

The system shall allow the dispatcher to view received text messages in a tabular display that also indicates the vehicle ID and the time of the message.

The system shall allow the dispatcher to send a text message to a single MDC, a predefined group of MDCs, all MDCs within an area selected on the map display or all MDCs operating on the same route.

The system shall allow the dispatcher to select one of a set of predefined text messages or enter a free text message.

The system shall allow the transit agencies staff to add, edit, delete, or reorder the listing of canned messages on MDC.

The system shall allow for any message sent by dispatch to be flagged as requiring vehicle operator acknowledgement, a Y/N response and shall allow the dispatcher to view a list of such messages that have not yet been acknowledged.

2.6.4.9 Incident Reports

The dispatcher shall be able to select an event to form the basis for an incident report, with the incident report form auto-populated with all information already known in the system about the event.

There shall be one central incident/accident report accessible from a server so everyone sees the same current report information, but only one instance of the report can be open at a time.

The system shall allow authorized users to append to an existing open incident report, with other system users limited to read-only access.

The user shall be able to select from a list of currently open incident reports that can be sorted by date/time, incident type or initiating dispatcher. The open incident report shall be repeatedly accessed and modified, until it is marked closed after which further modifications shall not be possible.

The selected incident report shall appear in a separate window, and shall be available for editing. The system shall be able to set limits on which users can open, modify or close incident reports. The system shall track the user and date/time when the incident report is opened, modified or closed.

The system shall allow authorized users to close an existing open incident report. The user shall be able to select from a list of currently open incident reports, which can be sorted by date/time, incident type or initiating dispatcher. The user shall be asked to confirm the selected incident report before the incident is closed.

The incident report database shall indicate, for each incident report, the date/time of opening the report, the incident type, the initial incident text, the initiating dispatcher, the date/time of each subsequent modification, each modified version of the text, the modifying dispatcher, the date/time the incident was closed and the closing dispatcher.

2.6.4.10 Covert Alarm Handling

When a covert alarm signal is received from a vehicle, the system shall display the event in the performance queue to all dispatchers, using the transit agencies configurable visual and audio alerting methods.

The system shall notify the dispatcher in the performance queue that a silent alarm message has been received using a transit agency approved visual interface. There shall also be a transit agency approved audio notification method, which the transit agencies shall be able to configure as on or off.

Once one of the dispatchers selects the covert alarm event, this shall be so indicated to that dispatcher and all others.

Once a dispatcher has selected the covert alarm event, the dispatcher shall be able to opt whether to monitor the covert microphone audio.

The dispatcher can opt at any time to end the covert microphone monitoring or the overall covert alarm event.

The system shall send signals back to the MDC that generated the alarm when a dispatcher has selected the event, when covert microphone monitoring has started or ended, and when the event has been ended.

During a covert alarm event, the system shall not allow dispatchers to initiate voice calls with the vehicle or send a text message, but all other location/performance monitoring and the ability to receive a RTT/PRTT signal shall remain operational.

The system shall be able to be configured that a vehicle in covert alarm mode shall send updated location reports at a more frequent polling interval.

2.6.4.11 Data Logging and Retrieval

All incoming and outgoing data shall be stored for retrieval, analysis, display and printing.

The system shall allow all such data to be retrieved, even if it has been archived.

This historical information shall include all data transmitted from vehicles to dispatch (e.g., location data, route/schedule adherence data, logon/logoff data, covert alarms, device alarms, maintenance critical alerts); and all central software user logons and logoffs.

The online data storage system shall ensure data integrity in the event of a computer disk drive failure.

In addition, the system shall include a means of archiving transaction data, or restoring data from an archive, while the system is in operation. It shall not be necessary to shut down the database to perform a successful backup or restore operation.

The stored data shall be time and date stamped, and shall contain sufficient information to enable selective sorting and retrieval based on user-specified selection criteria. At a minimum, the following sorting and selection criteria shall be supported for accessing the historical data from both the online and archived storage: date and time, GPS latitude/longitude, vehicle number, operator number, dispatcher number, run number, odometer reading, and incident type (where needed).

Historical data shall be read-only with modification only permitted to individual pre-defined fields.

2.6.4.12 Reporting

The software shall provide standard reports based on the CAD/AVL data. Proposers shall provide details in their proposal related to reports that are offered and the degree to which they can be configured. Some of the expected standard reports are as follows:

a) On time performance
b) Active fleet (weekday and weekend)
c) Productivity
d) Number of incidents/accidents
e) Lost service time, by incident type
f) National Transit Database (NTD) annual reports in accordance with Federal Transit Administration rules.

The software shall have the capability to generate reports based on exceptions as per thresholds set by the transit agency staff for various CAD/AVL components.

The Contractor shall provide 10 custom standard reports for each party (10 for ACT and 10 for NCRTD). Additionally, the Contractor shall provide tools to generate ad-hoc reports on stored CAD/AVL data.

All report shall have the capability to export information into a common analysis and text editing office software such as Microsoft Excel and Word.

Reporting shall be available on actual revenue-hours, revenue-miles, layover-hours, deadhead-hours, deadhead-miles, actual-hours, and actual-miles. Deadhead should breakdown between to/from garage and interline types.

All reports must use standard reporting tools (e.g., Microsoft Reporting Services) and shall have the ability to export data into file formats that can be viewed and edited with standard office software (e.g., Microsoft Word and Excel)

2.6.4.13 Interfaces

2.6.4.14 Mobile Data Communications Gateway Support Software

The system shall be interfaced with the Mobile Data Communications Gateway Support Software, to allow all incoming and outgoing messages between the system and the MDCs (and if needed some DMS) to be transmitted using the mobile data communications system.

2.6.4.15 Wireless LAN Data Transfer Support Software

The system shall be interfaced with the Wireless LAN data Transfer Support Software, to allow the system to exchange data over the WLAN with vehicles

The system shall allow files to be set up so that they will be automatically downloaded to vehicles when they connect with the WLAN, including a mechanism to avoid repeating a download to a vehicle that has already previously received it as well as to determine once all vehicles have received the download.

The system shall automatically receive from vehicles once they connect to the WLAN any files they have ready for upload, including a mechanism to avoid repeating an upload from a vehicle that has already previously provided it.

2.6.4.16 New Fixed-Route Scheduling Software

The system shall be interfaced with the new fixed-route scheduling software, so as to accomplish the required system functionality with the periodic import of fixed-route schedule data. The Contractor shall assist the transit agency with preparing their initial preparation of a fixed-route schedule using the new software, so as to both prepare an effective schedule/blocking/runcut/roster and also ensure that the schedule data is structured for compatibility with the CAD/AVL software.

The Contractor shall provide, license, install and integrate all upgrades needed to the existing software, including providing subcontracted support services from respective software vendors as needed.

2.6.5 APC Management Software

2.6.5.1 Unprocessed Data

Unprocessed APC data received from vehicles shall be stored without alteration in database tables. The system shall retain unprocessed APC data after post-processed APC data has been developed.

2.6.5.2 Post-Processed Data

The system shall associate each unprocessed APC record with the correct nearest stop, based on an algorithm that uses the recorded GPS latitude and longitude, the route, and the stops assigned to preceding and following data records.

If the latitude and longitude recorded for a stop are not within 50 meters of a stop on the current route/trip, a stop ID shall not be added to the data record.

The system shall initially flag in the unprocessed data (1) any “outlying” data; (2) instances where the calculated vehicle occupancy becomes negative; and (3) instances where the total number of boardings and alightings over the course of a block are not equal.

The software shall allow the user to set and adjust parameters controlling the automatic flagging of “outlying” data.

The system shall allow the user to review the flagged data and offer post-processing options. At a minimum, these options will include (1) eliminating or adjusting “outlying” data; (2) proportionally adjusting boarding and alighting counts data to avoid a negative occupancy condition; and (3) proportionally weighting boarding and alighting counts to equalize the total number of boardings and alightings.

The system shall store the post-processed version of the APC data received from vehicles in a database table.

2.6.5.3 Reporting

The system shall be capable of importing ridership data from standard spreadsheet/database files such as Excel and/or Access.

The system shall allow users to manually enter ridership data.

Common transit management questions for which the system shall be capable of providing information support include, but are not limited to, those in the following categories:

a) Ridership by route, run, segment and bus stop;

b) National Transit Database reporting (e.g., passenger mile statistical reporting);

The system shall provide ridership analysis results in both tabular and graphical formats.
The system shall generate APC data reports, offering both tabular and graphical formats. The system shall also generate all specific reports required by the National Transit Database (NTD) program.

The user shall be able to select between unprocessed and post-processed data. The user shall be able to apply a filter comprising any combination of route, pattern, direction, stops, date/time period and day-of-week. The user shall be able to select to view data including boardings by stop, boardings not assigned to a stop, alightings by stop, alightings not assigned to a stop, onboard passenger load by stop, and stops for which boardings/alightings were not recorded.

All database tables shall be made available in an Open Database Connectivity (ODBC)-compliant format, with the data dictionary provided to the transit agency, so that the transit agency can import this data for analysis and reporting purposes into a common database management and analysis tool.

2.6.5.4 Interface with Wireless LAN Data Transfer Support Software

The system shall be interfaced with the wireless LAN data transfer support software to exchange data with vehicles while they are in range of the WLAN.

2.6.5.5 AVA and Trigger Location Management Software General

The system shall provide an integrated software package for preparing all information to be downloaded to the fleet, including the interior/exterior announcements, DMS text messages, announcement trigger locations, and headsign trigger locations.

2.6.5.6 Announcement Preparation

The system shall provide a text-to-speech generator for English and Spanish. The system shall provide software to create recorded message files in-house. The system shall be able to use professionally recorded messages that use a designated file format.

The system shall provide the ability to create announcement messages that concatenate selected portions of recorded message files with timed pauses and text-to-speech segments.

The system shall provide the ability to create the DMS text associated with each announcement message.

2.6.5.7 Trigger Locations Configuration

The system shall allow the announcement message files and associated DMS text files to be linked with individual announcement trigger locations.

An announcement trigger location is a user-defined area located just prior to a stop location. The system shall provide a utility that allows the user to configure announcement trigger locations on a global basis (e.g., 800 feet before) and to set or adjust announcement trigger locations individually.

A headsign trigger location is a user-defined area located approaching the start of a trip or deadhead segment. The system shall provide a utility that allows the user to configure headsign trigger locations on a global basis (e.g., 800 feet before) and to set or adjust headsign trigger locations individually.

2.6.5.8 Interfaces: Wireless LAN Data Transfer Support Software

The system shall be interfaced with the wireless LAN data transfer support software, to provide a mechanism to download AVA and trigger locations updates to vehicles.

2.6.6 Real-time Arrival Information System Central Control Software

The system shall provide current next vehicle arrival information to the DMS and other dissemination media (e.g., website and IVR) through an automated process.

Multiple sign rows shall be used to display arrival prediction messages when there are multiple routes at a stop or additional text messages are to be displayed.

The system shall allow an authorized user to construct and display one or more text messages (e.g., real-time information messages regarding service disruptions) of 30 characters or less. These messages shall be displayed on the DMS on a separate row from the predicted arrival times.

The system shall allow control software users to preview a message before it is transmitted to the DMS and other dissemination media for display.

The system shall allow users of the central control software to configure the amount of time that a message is shown on the DMS. This capability will enable users to display different messages for specific periods of time.

The system shall notify the dispatcher in the event that an alarm is received from the DMS using a tabular display.

2.6.6.1 Prediction Software

The system shall use the real time location and schedule adherence data to create a continuously updated table of next arrival predictions for all stops

The system shall provide this data table such that the transit agency and designated third parties have the right to perpetual and royalty-free access, for the purposes for integration with future DMS (or other public information methods) and importing data into the long term database, including a data dictionary and Entity Relationship Diagram for these data tables.

The information required by the algorithm(s) shall be manually entered into a prediction support database by the Contractor. The system shall allow the user to configure the prediction support database values.

The Contractor shall collect data on the accuracy of the predictions relative to the actual arrival time on a minute by minute basis for at least 30 minutes prior to each sampled vehicle arrival (i.e., the accuracy for prediction 30 minutes in advance, for 29 minutes in advance, and so on down to those for 1 minute in advance). This data collection shall be done for one hour at each DMS location, and also for one hour for a random sample of at least one percent of all other system stops.

Based on this data, the Contractor shall calibrate the prediction algorithm and assist the transit agency with adjusting and fixed-route schedule times and stop locations to maximize the accuracy of the arrival predictions. Where adjustments are made the Contractor shall also collect additional prediction accuracy data for the affected stops to assess the extent to which the adjustments improved the accuracy.

The percent error for next vehicle arrival time predictions at a given stop for a given minute in advance of arrival shall be calculated as: absolute value of (predicted time to next arrival minus observed time to next arrival) divided by (observed time to next arrival). For example, if the observed time to next arrival was 7 minutes relative to a predicted time to next arrival of 8 minutes, the percent error would be 1/7 (i.e., 14%).

A system report providing accuracy predictions stratified by minutes in advance of the arrival, filtered on a stop and timer period basis, is a desirable alternative since it would enable accuracy assessment during and after the implementation with less need for field data collection. With such a report, the Contractor shall still be required to assist with sufficient field data collection to validate the system prediction accuracy report, as well as with efforts to use the report data to maximize the accuracy of the arrival predictions.

2.6.6.2 Interface with Interactive Voice Response (IVR) System

The system shall be interfaced with IVR to provide real time information. The system shall respond to a customer request with the real-time arrival information for the next bus on the requested route and direction.

2.6.6.3 Interface with the Transit Agencies Website

The system shall be hosted by Contractor and interfaced with the transit agencies website to provide real time information. The system shall respond to a customer request with the real-time arrival information for the next bus on the requested route and direction.

2.6.7 Mobile Data Communications Gateway Support Software

2.6.7.1 General

A mobile data gateway shall be established with the data communication system selected for the project, to enable the central system to exchange data messages with vehicles and if needed some DMS.

2.6.7.2 Data Message Processing

The mobile data communications gateway support software shall process data messages received from the vehicles and DMS and pass these to the central software.

The mobile data communications gateway support software shall process data messages received from the central software and pass these to the vehicles and DMS.

2.6.8 Wireless Local Area Network (WLAN)

The Contractor shall install WLAN access points at the agencies garage to upload and download data when vehicles are located at these garages. New access points shall avoid significant signal availability outside of the intended coverage area. The agency shall approve the specifics of proposed access point locations, signal levels and antenna type/orientations for an acceptable balance between expected coverage in outlying parts of the intended coverage area and minimizing signal availability outside the facility.

2.6.8.1 Hardware

The WLAN access points shall use the IEEE 802.11n standard.

The WLAN access points shall support the Wireless Protected Access 2 (WPA2) security standard, or an approved alternate superior security standard ratified by the time of implementation. The WRTA shall have the ability to independently change the encryption keys as often as desired.

The WRTA shall have the ability to independently adjust the signal strength of each WLAN access point.

WLAN access points shall meet or exceed the following environmental capabilities:

a) Non-operating (storage) temperature: -4 to 140°F (-20 to +60°C)

b) Operating temperature: +14 to +95°F (-10° to +35°C)

c) Operating humidity: 10 to 90 percent (non-condensing)

2.6.8.2 Installation

WLAN access points shall be ceiling or wall mountable.

WLAN access points shall be installed such that wireless signals don't get obstructed by any barrier.

2.6.9 Wireless LAN Data Transfer Support Software

The wireless LAN data transfer support software shall manage the wireless LAN data transfers between vehicles and the central software using the existing garage WLAN.

Once a vehicle has successfully associated with a transit agencies WLAN access point, the wireless LAN data transfer software shall receive the file uploads initiated by the MDC.

When the wireless LAN data transfer software has a download available for a vehicle that has successfully associated with a transit agencies WLAN access point, the wireless LAN data transfer software shall check with that MDC whether it has already received that download and if not initiate and complete that download.

Any new download file shall be downloaded to the entire fleet within one day, if each vehicle returns to WLAN coverage each night and is configured to remain on for at least fifteen minutes after the ignition is turned off.

2.6.10 Interactive Voice Response (IVR) System [Optional]

2.6.10.1 General

The IVR system shall provide the capability for customers to access or be contacted with information about the transit agencies services via telephone in both English and Spanish.

The Contractor shall be responsible for supplying hardware and software, technical support, and warranty coverage on implemented hardware and software.

The IVR system shall be interfaced with the next arrival prediction software to access current prediction data for a selected stop.

The IVR shall be integrated with the existing telephone systems at each site.

ACT is a Cisco phone shop supporting voice-over-IP through Unified Communication Version 8.6. ACT does not have PBX's. NCRTD uses Mega path VOIP.

Each site (ACT & NCRTD) will have its own IVR.

For pricing purposes, ACT plans to have the proposer record messages. NCRTD plans to record its own messages.

2.6.10.2 Customer Interface

The customer interface shall consist of voice prompts to which the customer may respond by either voice commands or by touch-tone key selection.

The IVR system shall provide a welcoming message as its first response to incoming callers or call recipients. The system shall allow for an additional optional message to be spoken after the welcome message.

The IVR system shall be designed such that incoming calls with no touch-tone or voice response within a short period of time by the customer are acted upon automatically (time-out). Proposers shall specify proposed options for calls that time-out or for which there is no touch-tone service.

The voice prompts shall encourage incoming callers to use the automated menu-based interface as a first choice over communication with a live Customer Service Representative.

The voice system structure shall provide key-ahead of touch-tone inputs such that experienced users do not have to wait for voice messages or prompts to complete prior to making a touch-tone or voice selection.

At any time during the call, the customer may request a transfer to the transit agencies Customer Service via touch-tone key or voice command. The touch-tone key used for this particular selection shall remain consistent throughout the customer interface.

2.6.10.2.1 Stop Next Arrival Predictions

The system shall allow an incoming caller to select a route, direction and stop, and in response hear the current predicted arrival time from the prediction software.

2.6.10.2.2 Call Transfers

The proposed system shall handle at least 1,000 calls per day.

The proposed IVR system shall be capable of transferring calls to the transit agencies Customer Service.

When a transfer request to Customer Service is initiated by a caller after business hours, the IVR system shall provide an informational message to the caller and then return the caller to the first level of the IVR system voice menu.

When a transfer request to Customer Service is initiated by the caller during regular business hours, the IVR system shall transfer the caller to Customer Service if a call taker or queue space is available. When a transfer request to Customer Service is initiated by the caller during regular business hours but when call takers are busy and the queue is full, the IVR system shall detect the queue-busy condition, hold the call, announce the approximate amount of time the caller may be on hold and provide IVR menu options for automated assistance.

2.6.10.2.3 Administrator Interface

The IVR system shall provide system administration functions sufficient to manage the required functionality. The Contractor shall provide sample screen shots and a high-level diagram of major menu options and administrative tools provided as part of the proposed IVR system.

The appropriate security shall be in place to manage access to the system, including the following:

a) Support for multiple security and access levels; and

b) Applying different security levels to specific users.

Functions for editing, similar to those found in most Windows applications, shall be provided. These functions include drop down, fast-key, and “right-click” selections for cut, copy, paste, find, replace, delete and other often-used functions.

National Transit Database (NTD) annual reports in accordance with Federal Transit Administration rules

2.6.10.2.4 Usage Data Collection and Reporting

The IVR system shall collect customer call data and provide reports for administrative purposes.

The Contractor shall describe the level to which data may be collected for incoming customer calls and for the touch-tone responses to menu options.

The proposed system shall allow a system administrator to generate reports for specific time periods, including the following types of reports:

a) Number of total incoming calls;

b) Number of calls that transfer to Customer Service without other input;

c) Number of calls that transfer to Customer Service with other input;

d) Number of calls that request to cancel a scheduled trip;

e) Number of automated notification calls made by the system to inform customers of their scheduled trip pick-up times; and

f) Call duration for each call.

The proposed IVR shall allow the system administrator the capability to generate the above reports by the following selectable periods: hourly, daily, range of days, weekly, monthly and yearly. The IVR System is for fixed routes. The features listed in this section would be used for deviated fixed routes.

2.6.10.2.5 Vocabulary Management

The proposed IVR system shall provide the capability for the system administrator to record and edit vocabulary words, and construct the phrases that will be used by the IVR system.

The Contractor shall specify the method(s) for recording and editing vocabulary words, and constructing phrases.

The proposed IVR system shall provide speech editing features. The Contractor shall specify features supported by the vocabulary management environment, including but not limited to:

a) Individual vocabulary edits;

b) Pause deletions and insertion; and

c) Undo/redo individual vocabulary edits.

The IVR system shall provide the capability to store and manage all vocabulary words and phrases used by the system. Contractor shall describe how the vocabulary words and phrases are to be stored and managed.

2.6.11 Web Services

2.6.11.1 General Transit Feed Specifications (GTFS Feed) for Google Transit Trip Planner (Phase 1)

The system shall provide an interface to Google Transit utilizing the GTFS. The interface shall allow for the export and delivery of data fields necessary (per the transit agencies needs) for fixed route trip planning on Google Transit using GTFS guidelines available at: http://code.google.com/transit/spec/transit feed specification.html. The Contractor shall work with the transit agency to decide which of the data fields described in the GTFS shall be included in the export.

The Contractor shall perform or assist the transit agency with the following processes required to deliver its fixed route data to Google Transit:

a) Shall prepare transit data as a zip file in GTFS format.

b) Shall test the GTFS zip file using ***FieldValidator*** (http://code.google.com/p/googletransitdatafeed/wiki/FeedValidator) and ***ScheduleViewer*** (http://code.google.com/p/googletransitdatafeed/wiki/ScheduleViewer) tools to ensure that it is valid, and work with the transit agency to ensure that the schedules are accurate;

c) Shall coordinate hosting the transit data zip files on a standard web server and sending an email to the Google Transit contact person. The e-mail must contain a link to the location of the transit data zip file and the Google account IDs that should have access to the preview;

d) Shall review and perform quality assurance check of Google's preview data (beta website) with the transit agency and work with Google to resolve any issues; and

e) Shall coordinate with the transit agency and Google to go live with the transit data, and decide how often Google will check the transit agency's web server for feed updates.

The Contractor shall coordinate with the transit agency to ensure that any abnormal situations in trip planning which include but are not limited to the following are resolved:

a) Excessive walking to/from an origin/destination transit stop;

b) Stops connected by straight line on the map instead of following the appropriate route trace;

c) Excessive wait-time suggested for transfers; and

d) Major and minor stop locations are not marked on the map.

2.6.11.2 Stop Next Arrival Predictions

The system shall allow a person using a personal computer, or web-based personal mobile device to visit a publicly accessible web address to select a route, direction and stop, and in response receive the current predicted arrival time from the prediction software at the initiating device.

The Contractor shall provide all web pages, data feeds and scripts needed to enable this web service on the transit agencies website.

The response web page shall be continuously updated (whenever a new Estimated Time of Arrival (ETA) is determined), until the user closes the web page.

2.6.11.3 Real-time Vehicle Location Display

The system shall provide the ability to display route, stops and real-time location of a vehicle on a route on a web-based map display. The location shall be automatically refreshed at least every 60 seconds.

The web-based interface shall allow users to select the routes and stops of their choice for which they want to see real-time vehicle information.

The web-based interface shall provide the ability to zoom in/out and pan the map.

The vehicles shall be shown using a distinct icon approved by the transit agency and also indicate the direction of movement of the vehicle.

Clicking on a vehicle icon must show the current status of the vehicle (early/late/on-time). Clicking on a stop icon shall display arrival times for the next three buses for each route passing by that stop.

The system shall provide the transit agencies the ability to publish any service alerts on the web page showing real- time vehicle location display.

2.6.11.4 Real-time Information Alerts

The system shall provide real-time information alerts to the transit agencies customers based on their preferences. Customers shall be able to subscribe or unsubscribe to this service as desired. Also, the system shall allow them to configure their preferences for the content and time interval for receiving real-time information alerts.

The system shall automatically notify customers of the real-time status of buses at a specific stop on a requested route and direction. The notification will be made in the form of an email or SMS message. The notification service shall alert customers about real-time status of the last bus of the day, if their preference indicates interest in this information.

2.6.11.5 Administrator Interface

The web service system shall provide system administration functions sufficient to manage the required functionality. The Contractor shall provide sample screen shots and a high-level diagram of major menu options and administrative tools provided as part of the proposed web service system.

The appropriate security shall be in place to manage access to the system, including the following:

a) Support for multiple security and access levels; and

b) Applying different security levels to specific users.

Functions for editing, similar to those found in most Windows applications, shall be provided. These functions include drop down, fast-key, and “right-click” selections for cut, copy, paste, find, replace, delete and other often-used functions.

2.6.11.6 Usage Data Collection and Reporting

The web service system shall collect all customer query data and provide reports for administrative purposes.

The proposed system shall allow a system administrator to generate reports for specific time periods, including the following types of reports:

a) Number of total incoming queries, by route, direction and stop;

b) Web analytics data for each web service visit, including the sequence of web pages retrieved and queries submitted, query data, and the time spent on each web page.

The proposed web service support tools shall allow the system administrator the capability to generate the above reports by the following selectable periods: hourly, daily, range of days, weekly, monthly and yearly.

3 Project Implementation

3.1 General

The Contractor shall, for all deliverables, include the filename in the document footer and include in the filename the file release date.

The Contractor shall prepare all deliverables in both Microsoft Office (Word, Excel or PowerPoint) and Adobe PDF formats, with the transit agency granted full rights to reprint as needed.

3.2 Project Management

3.2.1 Project Timeline

The project timeline is proposed to commence in January of 2013 and conclude in September of 2013. Extensions of this timeline must be pre-approved by the transit agency.

3.2.2 Project Status Tracking

The Contractor shall prepare a System Implementation Plan (SIP), including the detailed implementation activities/schedule, progress milestones/status and assigned staff.

The Contractor shall also include a Safety Management Plan in their SIP, which shall detail their responsibilities and procedures for safety during the different phases of the project, including (1) conducting pre-installation surveys to identify potential project safety hazards; (2) identifying project hazard control procedures, including occupational (worker) and public hazards; (3) providing project safety orientation and training to its subcontractors and the transit agency staff who will be involved in the project; and (4) furnishing procedures and training for project accident reporting and investigations, The initial draft of the SIP shall be provided to the transit agencies within two weeks from Notice to Proceed (NTP).

The revised SIP, addressing comments from the first onsite meeting, shall be provided to the transit agencies within two weeks after this meeting.

The SIP must be approved and accepted by the transit agency before it can become effective.

An updated SIP shall be submitted to the transit agency at the beginning of each month.

The Contractor shall maintain an Action Items List (AIL), indicating for each item the following: (1) item number; (2) date generated; (3) brief item descriptive title; (4) assigned person with lead resolution responsibility; (5) date resolved; and (6) ongoing dated notes on resolution status.

The AIL shall be sorted, primarily by unresolved vs. resolved items and secondarily by the date the item was generated.

3.2.3 Weekly Conference Calls

The Contractor shall participate in weekly conference calls with the transit agency Project Manager, other the transit agency staff and outside consultants as determined by the transit agency Project Manager.

The agenda for these meetings will be to discuss the most current status of and plans related to all issues identified in the recent releases of the SIP and AIL.

The transit agency reserves the right to identify for discussion any additional issues beyond those in the SIP and AIL.

A status report shall be issued to the transit agency at least two days prior to each conference call, including (1) an agenda for the upcoming conference call highlighting key discussion items; and (2) an updated AIL with the updates incorporating the discussions of the previous bi-weekly conference call as well as other subsequent developments since the previous AIL release.

The Contractor shall be represented in these conference calls by at minimum their Project Manager, as well as any additional Contractor staff necessary to properly address the current issues and project status.

The transit agency will be represented by their designated implementation management representatives. Conference call facilities will be arranged and paid for by the Contractor.

The Contractor shall submit minutes within two days of each conference call.

3.2.4 Minimum Required Onsite Work

At the first onsite meeting, the Contractor shall be prepared to discuss the transit agencies feedback on draft SIP and conduct Requirements Review.

At the second onsite meeting, the Contractor shall be prepared to discuss the transit agencies feedback on draft Design Review documentation.

During the third and subsequent onsite efforts, the Contractor shall install system and conduct acceptance testing. These onsite installation and testing efforts will occur over an extended period, and will likely involve several different onsite trips and a range of different Contractor staff.

3.2.5 Invoicing

The Contractor shall only submit an invoice once a fully-signed Acceptance Certificate is generated by the transit agency indicating that a progress payment milestone has been achieved.

The transit agency will withhold 10% retainage on each invoice. Upon acceptance by the transit agency of each stage of the project, the total retainage for that stage will be paid to the Contractor

3.3 Design Review

The Contractor shall participate in the Requirements Review (RR), as part of the first onsite meeting. The RR meeting shall discuss, for each contract requirement, the following: (1) the transit agency design intent; (2) the intended Contractor design approach; and (3) the general Contractor approach to demonstration through the acceptance testing process.

The Contractor shall submit draft Design Review Documentation (DRD) within four weeks of the RR meeting.

The DRD shall include the following materials: (1) an overview of the equipment, system and configuration proposed for implementation; (2) detailed technical documentation for each equipment item; (3) detailed technical documentation on all software, addressing the functions of each module, the format of all user interface screens, the format of all reports, the data fields to be included in all data exchange interfaces and any other software aspects warranting advance agreement with the transit agency prior to system customization/configuration; and (4) a table detailing the approach taken in the design to address each individual contract requirement (subsequently referred to as the Requirements Matrix (RM)).

The second onsite meeting will include discussions with the transit agency on their feedback on the DRD, and shall occur within four weeks after the draft DRD has been submitted.

The Contractor shall submit the updated DRD within three weeks of the second onsite meeting.

The DRD is intended only to reduce the chance of any misunderstandings on the design intent or interpretation of the contract requirements. The DRD shall not alter the need for the successful formal demonstration of each requirement through the Acceptance Testing process

The Contractor shall submit Installation Design Documentation (IDD), for the transit agencies approval prior to undertaking any installations.

The IDD shall provide text, drawings, illustrations and images using adequate detail to allow for quality installation by a technician without further training in conjunction with other installation instructions provided by the vendors of individual equipment components.

The IDD shall include details on (1) equipment installation locations/mounting; (2) routing, conductors, color-coding, labeling, and connectors for power, communications and vehicle ground circuits; (3) connections with, any required modifications to and restoration of existing infrastructure; (4) work area and equipment storage requirements (5) methods and quality standards; and (5) supervision and quality assurance procedures.

3.4 Acceptance Testing

The Contractor shall submit an Acceptance Test Procedures document (ATP), for the transit agencies approval prior to undertaking any testing.

The ATP shall clearly address: (1) how each testable specification requirement will be demonstrated, including the method for performing the test; (2) the results that will constitute success for each test; (3) responsibilities of both Contractor and the transit agencies representatives during each test; and (4) a cross- reference to which contract requirements from the RM are being addressed by each test procedure.

The ATP shall include an updated RM from the DRD, to include the test stage at which each contract requirement will be demonstrated; and a cross-reference to the test procedure(s) that serve to address each contract requirement.

The ATP shall be submitted to the transit agency at least three weeks in advance of any intended testing.

The ATP shall incorporate the following distinct testing stages for each deployment stage: (1) Factory Testing (FT); (2) Installation Testing (IT); (3) System Testing (ST); and (4) Burn-In Testing (BT).

FT shall be completed before the equipment and software is shipped to the transit agency for installation, and deficiencies shall be rectified before shipping to the transit agency for installation.

FT shall be witnessed by the transit agencies representatives (transit agency staff and/or designated support consultants).

IT shall be completed after each installation, and deficiencies shall be rectified before the initiation of ST.

IT may be witnessed by the transit agency representatives.

ST shall be completed after the entire system for each deployment stage has been installed, and deficiencies shall be rectified before the initiation of BT.

ST shall include the testing of all spare components. ST
shall be witnessed by the transit agency
representatives.

BT shall involve revenue service use of the system over a 30-day period after the completion of ST for each deployment stage, and deficiencies shall be rectified before the transit agency will grant System Acceptance (SA) for that deployment stage.

The transit agency may authorize the Contractor to proceed to the next testing stage with certain deficiencies not yet resolved.

The Contractor shall provide written notice to the transit agency at least five days in advance of any testing, indicating the specific tests to be completed as well as the date, time and location.

The Contractor shall be required to reschedule testing if the transit agencies witnessing representatives cannot be present or if other circumstances prevent testing from taking place.

The Contractor shall provide written Test Results Documentation (TRD) within one week of completing each stage of testing.

The TRD shall document the results of each ATP procedure and provide an updated RM that indicates which contract requirements have been demonstrated.

The TRD must be approved before the transit agency will grant SA for a deployment stage.

SA will not be granted for a deployment stage until all contract requirements have formally demonstrated through AT.

The RM shall be used as a "punch list" to track which requirements have not yet been demonstrated at each stage of testing.

A requirement classified as having been "demonstrated" during a certain AT stage can be subsequently redefined as having been "not demonstrated" if compliance issues emerge prior to SA.

3.5 Documentation and Training

3.5.1 General

All documentation and training must be completed before the transit agency will allow equipment installation.

3.5.2 Training

The Contractor shall provide training courses for at least:

a) Equipment installers/maintainers;

b) Trainers for vehicle operators;

c) Users of the scheduling/dispatch software;

d) Users of the CAD/AVL software;

e) Customer service staff; and

f) Applications/systems administrators.

The actual number of each of above categories of trainees will be provided by individual agencies.

The Contractor shall provide all training materials in both Microsoft Office and Adobe PDF formats on compact disc (CD) or digital videodisc (DVD) with a permission to reproduce copies later on.

The Training Plan (TP), including the training schedule and course outlines, must be provided to the transit agency for review at least three weeks in advance of the start of training.

The TP must be approved by the transit agency before the start of training.

The Contractor shall furnish all special tools, equipment, training aids, and any other materials required to train course participants, for use during training courses only.

The instructors shall demonstrate a thorough knowledge of the material covered in the courses, familiarity with the training materials used in the courses, and the ability to effectively lead students in a classroom setting.

If any instructor is considered unsuitable by the transit agency, either before or during the training, the Contractor shall provide a suitable replacement within five business days of receiving such notice from the transit agency.

The Contractor shall provide brief refresher versions of each training course to the original trainees between three to six months after SA for each deployment stage at no additional cost.

The Contractor shall provide additional training to the original trainees after SA for each deployment stage at no additional cost if major modifications are made to the system after the initial training due to system upgrades or changes made under warranty; and/or SA occurs at least three months after the completion of training, due to delays for which the Contractor is responsible.

3.5.3 Manuals

The Contractor shall provide an As-Built Document (ABD) to the transit agency at the completion of each deployment stage.

The ABD shall include: (1) an inventory of all components supplied including supplier, model number, serial number and installation location; (2) an inventory of all spare parts supplied including supplier, model number, serial number and storage location; (3) all reference and user manuals for system components, including those components supplied by third parties; (4) all warranties documentation, including that for components supplied by third parties; (5) a diagram indicating the as-built interconnections between components; and (6) the version number of all software, including that supplied by third parties.

The Contractor shall provide Maintenance Manuals (MM) documenting (1) how the system components were installed; (2) how to install and configure spare components; and (3) the schedule/procedures for preventative maintenance, inspection, fault diagnosis, component replacement and warranty administration on each system component.

The Contractor shall provide User Manuals (UM) for the fixed-route dispatchers, documenting use of all functions of the software.

The Contractor shall provide Vehicle Operator Manuals (OM) for fixed-route documenting use of the MDCs and on-board equipment.

The Contractor shall provide a Systems Manuals (SM), documenting (1) the configuration and topology of central systems hardware and software; (2) central systems software functions and operations; (3) scheduled maintenance required for the central systems; and (4) database structure and data dictionary.

The vendor must provide disaster recovery documentation highlighting how system can function and prevent any data loss in the event of a natural disaster or other unexpected events.

4 Warranty

4.1 General

The warranty period for each deployment stage shall run concurrently for all system components, from their date of installation through to two years from the date of SA.

The Contractor shall offer an option to extend the warranty period for each deployment stage for one, two or three additional years. The Contractor shall document any differences in the warranty terms for these option years in their proposal.

The Contractor shall warrant that it has reviewed and evaluated all information furnished by the transit agency and has made all inquiries necessary such that the Contractor is fully aware of the transit agencies business requirements and intended uses of system, as set forth or referenced in the Request for Proposals and any Addenda, Amendments or Final Proposal Requests.

The Contractor shall warrant that the system satisfies the foregoing requirements in all material respects and will be fit for such intended uses.

The Contractor shall warrant that the design, materials, construction, software and workmanship of the equipment shall reflect the intended use of the equipment as a component of the overall transit management system in the transit agency environment.

The Contractor shall warrant that equipment and software, including the initial supply of spare components, (1) are free from defects in design, material and workmanship, and shall remain in good working order, and (2) function properly and in conformity with this Contract.

The Contractor shall warrant that the documentation provided shall completely and accurately reflect the operation and maintenance of the equipment and software, and provide the transit agency with all information necessary to maintain the system.

If there is a change in the production configuration of any equipment or software being installed prior to SA, the transit agency may require that all previously installed equipment and software be upgraded to match the updated configuration.

The Contractor shall warrant compliance with all applicable laws and regulations relating to the project. The Contractor shall warrant that its employees, agents and Subcontractors assigned to perform services under this contract shall have the proper skill, training and background to perform in a competent and professional manner and that all work will be so performed.

During the warranty period, the Contractor shall, at no cost to the transit agency, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the system in accordance with the warranty.

The Contractor shall provide any software updates and patches for the current software version at no cost to the transit agency during the warranty period.

In addition to the foregoing warranties, the Contractor shall assign to the transit agency, and the transit agency shall have the benefit of, any and all Subcontractors', Suppliers', and Vendors' warranties and representations with respect to the deliverables provided.

In its agreements with Subcontractors, Suppliers and Vendors, the Contractor shall require that such parties (1) consent to the assignment of such warranties and representations to the transit agency; (2) agree that such warranties and representations shall be enforceable by the transit agency in its own name; and (3) furnish documentation on the applicable warranties to the transit agency.

The Contractor shall provide a single point of contact for all warranty administration during the warranty period.

The Contractor shall warrant that the transit agency shall acquire permanent title to all equipment and nonproprietary software provided under the Contract, free and clear of all liens and encumbrances.

4.2 Repair or Replacement of Faulty Components

During the warranty period, the Contractor shall repair or replace any faulty components, with the cost included in the warranty price. The transit agency will ship each faulty component to the Contractor, who shall return a new or repaired component within one week of originally receiving it.

If the Contractor determines that a returned component is not faulty, the transit agency shall receive the original component back in working order within two days of the Contractor originally receiving the returned component.

All components received back at the transit agency from the Contractor will be tested in accordance with the original ATP, and returned to the Contractor if faulty accompanied by a certification.

The Contractor shall pay all shipping charges to and from the transit agency, and any duties associated with the repair or replacement of faulty units.

Returned or replaced spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components.

4.3 System-wide Replacement

If at least 25% of a given component requires repair or replacement within the two-year warranty period, the component shall be deemed to warrant system-wide replacement.

System-wide replacement shall require the Contractor to replace all units of the suspect component throughout the system, whether or not they have exhibited any fault.

Even if the system-wide replacement activity extends beyond the end of the two-year warranty period, the Contractor shall be obligated to complete it if the need was documented before the end of the warranty period.

4.4 Spare Components

The Contractor shall provide an initial supply of spare components to the transit agency for all installed hardware (e.g., MDC and data modem), with a quantity of at least 10% of the installed quantity (with a minimum quantity of 1).

The proposal shall include a list of the spare components and quantities to be provided, including manufacturer, model numbers and unit prices. At any time during the warranty period, the transit agency shall have the option to purchase additional spare components at the stated unit price.

Spare components shall be delivered to the transit agency already organized and labeled such that they can be readily identified and found. The organization and labeling must be approved by the transit agencies Project Manager.

Spare components shall be packaged to protect their reliability, including providing for them to be identified, inspected, stored for long periods, and endure multiple inventories without damage or degradation.

Additional spare components purchased during the warranty period shall be packaged, organized and labeled in the same manner as the original supply of spare components, although additional storage provisions will not need to be provided.

4.5 Technical Support

Software support during the warranty period shall include technical support for all hardware and software, with a 24x7 support line, as well as providing, licensing, installing and integrating all released software patches and updates.

The Contractor shall provide the ability for remote access to the central software using a Virtual Private Network (VPN) connection or an approved alternate secured remote access method approved by the transit agency.

The Contractor shall provide one day of onsite follow-up analysis, including a written report on the findings of this analysis, on how the system is being used and training. This follow-up support effort shall be completed no earlier than 9 months but no later than two years after the system acceptance. The Contractor shall arrange for support from one or more qualified firms to be available on a four-hour response basis, when needed by the transit agency to assist with fault diagnosis or component replacement. The proposal shall include a list of the support firms, their support responsibilities and the response arrangements.

If a support firm does not respond within the agreed response timeframe, or when a support firm is not able to provide the needed support, the Contractor shall provide during the warranty period supplementary support in accordance with an agreed escalation procedure. The escalation procedure can initially involve telephone support, but must culminate in the Contractor providing on-site support if needed. The proposal must define the proposed support escalation procedure.

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM or where the requirement is exceeded)	Proposal Reference (Section No. & Page No.)
1	**2.1 Technical Scope**			
2	***2.2 General***			
3	Equipment shall be properly grounded, with onboard equipment connected as directly as possible to the chassis ground.	C		
4	Onboard equipment shall be wired as follows: wiring should be continuous between components so that no splices are covered by interior walls or vehicle dash.	C		
5	Equipment components shall be replaceable as discrete units and identified by unique serial numbers. Each connector shall be keyed or otherwise configured so as to prevent	C		
6	Equipment modules, cables, mounting hardware and connectors shall be designed to withstand the full range of operating environments found in the areas in which they are to be installed, and shall not interfere with the operation of existing onboard equipment including am/fm radios, two-way radios, wireless stop request system, bus camera antennas, and cellular antennas.	C		
7	Equipment inputs and outputs shall be protected, to absorb "routine" electrostatic discharges, over-voltages and reverse polarity conditions. In the event of "extraordinary" conditions, equipment shall be designed to sacrifice inexpensive and easily identifiable components when necessary to protect more expensive components or those less easy	C		
8	Equipment shall operate in accordance with these specifications for ambient temperatures from +14°F (-10°C) to +95°F (+35°C).	C		
9	Equipment shall withstand without damage being stored for extended periods in ambient temperatures from -4°F (-20°C) to +140°F (+60°C.)	C		
10	Equipment shall operate in accordance with these specifications for ambient humidity from 5% to 95%, non-condensing.	CM	Equipment shall operate in accordance with these specifications for ambient humidity from 5% to 80%, non-condensing.	
11	Equipment shall be sealed against dust and water intrusion, certified in compliance with the NEMA 4 or IP65 standard (or better).	C		
12	Equipment shall be housed in enclosures that cannot be opened with standard hand tools, and resist damage from vandalism.	C		
13	Equipment shall conform to FCC Part 15 Class A limits for conducted and radiated emissions of electromagnetic interference and radio frequency interference.	C		
14	Equipment shall be tested and proven capable of withstanding power transients, electromagnetic interference and radio frequency interference without degradation at	C		
15	Onboard equipment shall be specifically designed for the harsh transit environment and shall meet the requirements of this specification under all conditions encountered in	C		
16	Onboard equipment provided shall operate in accordance with these specifications while withstanding the vibration and shock forces encountered in typical transit	C		
17	Onboard equipment shall operate from the vehicle electrical system, between 9 and 35 volts.	C		
18	Onboard equipment shall be securely mounted in the interior of the vehicle, clear of obstructions and interference-generating devices. The installed location of onboard	C		
19	The system shall meet or exceed all ADA requirements found in 49CFR Parts 37.167 and 38.35, as well as the requirements of the current version of the Americans with Disabilities ACT Accessibility Guidelines (ADAAG) at the time of implementation. Compliance involving readability distance shall involve the selection of sign face and character features, including background contrast, high character brightness, character font selection, number of pixels per character, character aspect ratio and number of	C		
20	Installations shall be performed at any time during the day as approved by the transit agency. Contractor may be required by the transit agency to perform installations over nights, weekends and off-peak hours, and installations may need to be performed at the	C		
21	The Contractor shall install and configure the entire system, including transit agency-provided computer hardware and integration with existing systems.	C		
22	The Contractor shall provide all necessary personnel, tools, test equipment, transportation, hardware and supplies for the successful and complete installation of all	C		
23	The Contractor shall be responsible for their own and subcontractors' performance and safety.	C		
24	Installations shall be performed in accordance with all Federal, State and Local laws and regulations.	C		
25	The Contractor shall supply any electrical equipment necessary to operate system components using existing DC electrical power available on the transit agencies vehicles and existing AC electrical power at fixed facilities. If existing power arrangements are	C		
26	The transit agency reserves the right to allow no more than 10% of its vehicle fleet to be out of service within any given 24 hour period to accommodate vehicle installations.	C		
27	The transit agency also reserves the right to when necessary allow less of its vehicle fleet to be out of service if needed in order to avoid disruption to revenue service requirements in conjunction with maintenance requirements.	C		
28	The Contractor shall ensure that all vehicles made available for overnight installation work are ready for revenue service by the start of the next day.	C		
29	The capabilities of existing infrastructure affected by or to be integrated into the new system, such as CAT's local area network (LAN) and wide area network (WAN) shall not	C		

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30	The Contractor shall only be authorized to undertake installations after the transit agencies approval of a pre-installation inspection for each installation site, documenting the existing condition of any existing infrastructure that may be affected by the installation.	C		
31	After installations, the Contractor shall be responsible for restoring the condition of any affected existing infrastructure at the installation sites to their pre-installation condition.	C		
32	The Contractor shall be responsible for the security of equipment prior to installation. The transit agency will provide space for the Contractor to establish secure storage facilities. The Contractor shall provide details on the space required for equipment	C		
33	The transit agency will provide space for central system installations and vehicle installations.	C		
34	The transit agency will provide light and electrical service at all installation locations, as well as access to compressed air at vehicle installation locations.	C		
35	The transit agency will provide sufficient staff to move vehicles to and from the installation locations.	C		
36	***2.3 On-board***			
37	**2.3.1 Vehicle Area Network (VAN) [fixed-route only]**			
38	Society of Automobile Engineers (SAE) J-1708/1 587 or J-1939 network standard, to form a VAN connecting the mobile data computer (MDC) with headsign, interior Dynamic Message Sign (DMS) for AVA [Optional], and APC equipment [optional] for common login, operating control and other integrated functionalities.	C		
39	All supported Message ID's (MID) and Parameter IDs (PID), available for communications with future on-board devices using the J-1708/1 587 or J-1939 interface, shall be fully documented.	C		
40	**2.3.2 Electronic Inspection Handeheld Device**			
41	Zonar's Electronic Inspection Handheld Device, or equal, for pre- and post-trip inspections, shall be provided for each vehicle.	C		
42	**2.3.3 Mobile Data Computer (MDC)**			
43	Requirements in this section apply to all fixed-route and paratransit vehicles unless stated otherwise	C		
44	***2.3.4.1 MDC Hardware***			
45	*2.3.4.1.1 General*			
46	The vehicle operator terminal shall be connected with or integrated into the Vehicle Logic Unit (VLU), and the combination will be subsequently referred to as the mobile data computer (MDC)	C		
47	MDCs and radios shall turn on automatically when the vehicle power is turned on, and shall shut down at an agency configurable time after the vehicle power is turned off	C		
48	VLUs, which serve as the controlling computing device for the overall MDC, shall be capable of being locally configured, diagnosed and maintained using a laptop computer or other portable programming device (e.g., via USB port, RS-232 console port or the	C		
49	*5.2.2.1.2 Operator Terminal*			
50	The operator terminal of the MDC shall use a color backlit display, readable by the vehicle operator from the seated position under the full range of ambient illumination conditions. This could be accomplished through the incorporation of such measures as vehicle operator-controlled brightness/contrast control, anti-glare coating and	C		
51	The operator terminal shall allow the user to adjust the MDC speaker volume at any time while the MDC is on	C		
52	The operator terminal shall be operated using either at least eight programmable function keys with tactile and audible feedback or touch screen programmable buttons with visual and audible feedback. The MDC speaker shall provide audible feedback when	C		
53	The operator shall not be able to manually shut off or disconnect the operator terminal power or manually shut down the application software	C		
54	*2.3.4.1.3 Integrated Global Positioning System (GPS) Receiver and Antenna*			
55	GPS receivers shall report latitude, longitude, speed, time, direction of travel and whether the receiver has a GPS position lock	C		
56	The GPS receivers shall be parallel tracking receivers, capable of simultaneously tracking at least four GPS satellites in the best available geometry, while also tracking at least the four next best visible satellites	C		
57	On-board GPS receivers must be Wide Area Augmentation System (WAAS)-capable, providing position accuracy within ten feet (or three meters) 95 percent of the time.	CM	Avail's system utilizes a state-of-the-art Trimble GPS receiver that while non-WAAS-capable, provides accuracy of less than a bus length which has proven to be more than sufficient to provide every other capability within the	
58	The GPS receiver shall have a cold start solution time of two minutes or less and a re-acquisition time of 15 seconds or less	C		
59	Velocity measurements provided by the GPS equipment shall be accurate to within 0.1 meters per second	C		
60	The GPS antenna shall be securely mounted on the exterior of the vehicle. The antenna, mounting and sealants shall be impervious to physical and chemical attack by automatic	C		
61	*2.3.4.1.4 Covert Alarm Switch and Covert Microphone*	C		
62	The covert alarm switch mounted at a location that can be easily pressed by the operator in a discreet manner	C		

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63	The covert alarm switch shall not be activated by vehicle vibration.	C		
64	The MDC shall be equipped with a covert microphone having adjustable orientation and sensitivity	CM	Avail utilizes a remote microphone that automatically adjust based on surrounding ambient noise	
65	*2.3.4.1.35 WLAN Card and Antenna*			
66	Each MDC shall be equipped with a WLAN card and vehicle-mounted external antenna, compatible with wireless LAN data transfer support software to provided by the	C		
67	The transit agency shall be able to identify the Media Access Control (MAC) address of installed WLAN cards through the MDCs.	C		
68	*5.2.2.1.6 Interface with Interior DMS and Existing Public Address Speakers [Optional]*			
69	The MDC shall be interfaced with the interior DMS and the existing interior public address speakers to enable interior next stop announcements	C		
70	*2.3.4.1.7 Interface with Automatic Passenger Counter (APC) [Optional]*			
71	The MDC shall be interfaced with the APC controller, to receive APC counts for transfer to the central system	C		
72	*2.3.4.1.8 Interface with Existing Odometer*			
73	The MDCs shall be interfaced with the existing odometer, receiving the digital or analog signal and determining the distance traveled since the MDC was logged on, including the	C		
74	The accumulated mileage data collected by MDCs shall be calibrated to be within 5% of observed mileage	C		
75	*2.3.4.1.9 Interface with Existing Headsigns [optional]*			
76	MDC software shall control the destination text to be displayed on the existing headsigns	C		
77	The Contractor shall provide and install any upgrades to the headsign or headsign controller firmware needed to implement this interface	C		
78	*2.3.4.1.10 Interface with Existing Vehicle Radio, Handset and Operator Speaker*			
79	The MDC shall be interfaced with the existing vehicle radio to start and end voice calls as commanded based on data messages received from the central software	C		
80	The MDC shall be interfaced with the existing handset and operator speaker, to control to which of these incoming audio is routed based on the type of incoming voice call set up by dispatch.	CM	The MDC shall be interfaced with the existing vehicle radio through a Audiosears handset and speaker, to control to which of these incoming audio is routed based on the type	
81	*2.3.4.1.11 Installation*			
82	The operator terminal shall be mounted within comfortable reach of the controls from the seated position for the full range of operators and vehicle types	C		
	The operator terminal shall be securely mounted in the interior of the vehicle, so as to avoid blocking vehicle operator sightlines to front and side windows	C		
84	The location and mounting method for the VLUs and operator terminals shall be determined in collaboration with agency staff. If deemed necessary by CAT, the Contractor shall rearrange the installed locations of other onboard equipment to achieve a suitable overall arrangement of equipment (e.g., headsign OCU, radio/handset).	C		
85	The VLUs shall be installed in lockable enclosures.	C		
86	***2.3.4.2 MDC Software***			
87	*2.3.4.2.1 General*			
88	The vehicle operator shall have full legibility from the operator seated position for the full range of operators and vehicle types, for person with 20/40 corrected vision under	C		
89	The color combination to be used on the MDC terminal shall provide legibility for the color blind	C		
90	*2.3.4.2.2 Logon and Logoff*			
91	The MDC shall allow vehicle operator logon using operator and run ID numeric entry.	C		
92	The MDC shall check with the central system to validate that the operator and run ID are valid	C		
93	Once the operator and run IDs have been validated, the MDC shall complete the logon by selecting the trip/schedule data stored in the MDC that corresponds with that	C		
94	After logon, the operator terminal shall display the current block/run, route, trip, next timepoint, and operator ID	C		
95	The MDCs shall use the logon data once the MDC logon is completed to provide run/block data to the APC [Optional] and next stop announcement equipment [Optional], and begin the process of automatically sending display commands to the	C		
96	The MDC shall track whether or not the wheelchair lift was cycled before the vehicle has been moved an agency configurable distance after the logon, and report to central	C	The MDT shall track whether or not the wheelchair lift was cycled during the pre-trip test at logon, and report to	
97	The MDC shall allow the vehicle operator to logoff by selecting the logoff key.	C		
98	The MDC shall send a message to the dispatcher as a confirmation of the vehicle operator logoff	C		
99	The MDC shall periodically attempt to send a logon or logoff message until it receives an acknowledgement message from the central system, or if no response is received from the central system within an agency configurable time the MDC shall provide the	C		
100	2.3.4.2.3 EVIR: Electronic Vehicle Inspection Report [Optional]	C		
101	Zonar's EVIR solution for pre-and post-trip inspections, or equal, shall be provided and shalll be incorporated into the MDC. After login, the MDC shall track whether or not the inspections have been performed.www.zonarsystems.com/products/evir-vehicle-			
102	*2.3.4.2.4 Voice Call Support*	C		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM or where the requirement is exceeded)	Proposal Reference (Section No. & Page No.)
103	The MDC operator terminal shall provide Request To Talk (RTT) and Priority Request to Talk (PRTT) buttons, to allow the operator to request that the dispatcher set up a voice	C		
104	When dispatch enables a one-way voice call to the vehicle the MDC shall provide a distinct audible alert tone. The audio will be routed through the driver speaker, and if	C		
105	When dispatch enables a two-way voice call to the vehicle the MDC shall provide a distinct audible alert tone. The audio will be routed through the handset once the operator picks up the handset audio, until the end of the timed voice call after which the	C		
106	When the operator hangs up the handset during a two-way voice call, this shall be detected by the MDC and the voice call ended. The MDC shall send a data message to	C		
107	*2.3.4.2.5 Location Reporting*			
108	MDCs shall send a location report to the central system immediately when polled by the central system, or automatically once a programmable number of minutes have passed	C		
109	All transmitted data shall be stamped with following information: date and time, "GPS lock" status, GPS location latitude and longitude, heading, vehicle number, and vehicle	C		
110	The MDC shall store the most recent location received from the GPS receiver. In the case when GPS receiver is not able to report the location, the MDC will continue to track vehicle location based on the odometer input.	CM	The MDT shall store the most recent location received from the GPS receiver. In the case when GPS receiver is not able to report the location, the central system reports the last known location and changes the status and color	
111	*2.3.4.2.6 Schedule Adherence*			
112	When a vehicle operator is logged in to a fixed-route run, the MDC operator terminal shall provide continuous feedback on current schedule adherence status, updated every second based on the estimated on-schedule time for the current location (not just the schedule adherence as of the previous timepoint), and displayed to the operator with an accuracy of one second. The estimated on-schedule time between timepoints shall be	CM	When a vehicle operator is logged in to a fixed-route run, the MDC operator terminal shall provide feedback on current schedule adherence status, updated at every scheduled timepoint, and displayed to the operator with an accuracy of one second.	
113	The MDC shall send the most recent schedule adherence data as part of each location	C		
114	*2.3.4.2.6.1 Route Adherence*			
115	Based on configurable thresholds, the system shall compute whether a fixed-route vehicle is running on-route or off-route. The MDCs on fixed-route vehicles shall send a message to the central software when a vehicle is designated as having gone off-route or	C		
116	The MDC shall periodically attempt to send an off-route message until it receives an	C		
117	The MDC shall display on the vehicle operator terminal whether vehicle is on-route or off-route.	CM	Unlike schedule adherence which is displayed to both the driver and dispatchers, route adherence is only displayed	
118	*2.3.4.2.7 Covert Alarm and Covert Microphone*			
119	The MDC shall detect if the covert alarm switch circuit is closed for at least one second and automatically send an alarm message to the dispatch and place the MDC into the	C		
120	The MDC shall allow dispatch to activate audio transmission from the covert microphone, but only once the covert alarm has been activated by the operator.	CM	The system shall allow dispatch to activate audio transmission from the covert microphone, but only once	
121	The MDC shall disable the receipt of voice calls or the sending/receiving of text messages while in the covert alarm state, but shall leave the Request To Talk (RTT) and Priority Request To Talk (PRTT) buttons activated.	CM	The system shall disable sending of voice calls and text messages to a vehicle in the covert alarm state, but Request to Talk (RTT) and Priority Request To Talk (PRTT)	
122	Only dispatch shall be allowed to terminate the covert alarm state once the covert alarm	C		
123	The MDC shall periodically attempt to send the covert alarm message until it receives an	C		
124	When the MDC is in the covert alarm mode, there shall be no indication on the display other than subtle symbols or icons approved by the agency, signifying that the covert alarm has been accepted by a dispatcher and that the covert microphone is being	C		
125	*2.3.4.2.8 Canned Data Messaging.*			
126	The MDC shall not allow vehicle operators to send or view a canned data message when	C		
127	The MDC shall allow the vehicle operator to send a canned data message to the central system by selecting from a set of pre-defined messages. All canned messages to dispatch shall include the date, time, location and odometer value.	CM	The MDT shall allow the operator to send a text message to the central system by selecting from a set of pre-defined messages. All canned messages to dispatch shall	
128	The MDC shall signal with a distinct audible alert tone when a text message is received	C		
129	The MDC shall store up to ten text messages received from dispatch, indicate to vehicle operators when there are unread text messages, and allow stored text messages to be viewed or deleted. The MDC shall allow the vehicle operator to view received text	C		
130	The MDC shall also allow the operator to send an acknowledgement or Yes/No response	C		
131	The MDC shall periodically attempt to send a canned data message or response until it	C		

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132	*2.3.4.2.9 Wireless LAN Data Transfer*			
133	The MDC shall automatically connect and authenticate to the garage WLAN once in the coverage area	C		
134	The MDC shall start wireless data transfer through the WLAN once the vehicle is authenticated by the garage WLAN	C		
135	The MDC software shall implement any on-board device software or firmware upgrades/patches or configuration data downloaded by the wireless LAN data transfer	C		
136	The data transfer shall not interfere with other data being transferrred to the garage (ie. Camera data)	C		
137	*2.3.4.2.9.1 Mobile Data Communications*			
138	The MDC shall use the cellular data modem to send and receive messages with the central software at any time, without regard to whether or not a voice radio call is in	C		
139	The data protocol used for transmission shall accommodate the required functionality for up to at least 500 vehicles at a one minute polling interval	C		
140	2.3.4.2.10 Ridership Counting			
141	The MDC shall have the ability for the driver to keep track of ridership by at least eight categories of riders which shall be designated by each agency. The driver will enter	C		
142	2.3.4.2.11 Transfer Request			
143	The driver shall have the ability to send information to other drivers on the MDC regarding passengers that need to transfer	C		
144	***2.4 On-board Integration***			
145	*2.4.1 General*			
146	The MDC shall be integrated with the headsign, interior DMS[Optional], APC controller[Optional], and powertrain onboard computer	C	If in vehicle options are selected and it is required that we install our Interface Expansion Box	
147	The MDC shall synchronize the APC controller date/time at least daily.	C		
148	*2.4.2 Headsign Integration*			
149	At an agency configurable distance before the start of each trip, the MDC shall change the headsign message to display a message that can be configured by the transit agency	C		
150	When the vehicle is logged into a run using the MDC but operating on deadhead from the garage to the first trip of the run, the MDC shall automatically command the headsign to display a message that can be configured by the transit agency. This message could be "OUT OF SERVICE", "FROM GARAGE" or the message that will be	C		
151	When the vehicle is logged into a run using the MDC but operating on deadhead to the garage from the final trip of the run, the MDC shall automatically command the headsign to display a message that can be configured by the transit agency. This message could be "OUT OF SERVICE", "TO GARAGE" or the message that will be displayed during the final	C		
152	When the vehicle is logged into a run using the MDC but operating on deadhead for interlining between trips in the course of a run, the MDC shall automatically command the headsign to display a message that can be configured by the transit agency. This message could be "OUT OF SERVICE" or the message displayed during either the	C		
153	When the vehicle is logged into a "special" run using the MDC, the MDC shall automatically command the headsign to display a message that can be configured by the transit agency for that run (ie. "OUT OF SERVICE", "IN TRAINING")	C		
154	When the vehicle is logged into any run using the MDC, the operator shall be able to manually command the headsign to display one of a set of preconfigured messages that can be configured by the transit agency (ie. "OUT OF SERVICE", "IN TRAINING")	C		
155	The operator shall continue to be able to use all features of the existing headsign controller, regardless of whether or not the operator has logged into a run using the MDC and whether the MDC is operational	C		
156	**2.4.3 Automated Passenger Counters (APC) [Optional]**			
157	***2.4.3.1 APC Sensors***			
158	The doorway sensors shall be able to count and differentiate between boarding and alighting passengers	C		
159	The doorway sensors for all doorways shall be connected to a single APC controller.	C		
160	The doorway sensors shall be able to separately count successive passengers that are walking as close together as is practicable, either one behind the other or side by side	C		
161	The doorway sensors shall be able to count moving passengers with heights between one meter in height and the maximum height of the doorway	C		
162	The doorway sensors shall be able to count moving passengers with speed between 0.1 and 3 meters per second	C		
163	The doorway sensors shall not register as multiple passengers the passage of a single passenger that reaches into or out of the doorway passage, or is swinging their arms, while moving through the doorway	C		
164	The doorway sensors shall not separately count objects carried by passengers, such as shopping bags or umbrellas	C		
165	Boarding and alighting counts shall only be recorded when the doorway is open. This will avoid any counting of passengers moving in the vicinity of the doorway passages	C		
	Boarding and alighting counts shall only be recorded when the vehicle MDC is logged in. If there is a breakdown and passengers need to transfer to a replacement vehicle, this will allow the passenger transfer to be done with both vehicles logged out so that the	C		

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167	The Contractor shall collect at least 700 boarding and alighting counts or a sample of boarding and alighting counts for at least three revenue trips (whichever is greater) for testing the accuracy of the APC system. The measured accuracy shall be at least 95 percent for the sample. The percent error for boarding or alighting counts at a given doorway, measured at a given stop, shall be calculated as: absolute value of (measured count minus observed count) divided by (observed count). For example, if seven passengers were observed boarding through the front door at the stop and the APC	CM	The Contractor shall collect at least 700 boarding and alighting counts or a sample of boarding and alighting counts for at least three revenue trips (whichever is greater) for testing the accuracy of the APC system, and the average percent error for the sample shall not exceed 7%.	
168	***2.4.3.2 APC Controller***			
169	The APC controller shall be interfaced with a wheelchair lift sensor, with the number of wheelchair lift operational cycles at each stop also recorded.	C		
170	The APC controller shal be interfaced with a bicycle rack sensor, with the number of bicycle racks operational cycles at each sotp also recorded.	CM	The Contractor shall collect at least 700 boarding and alighting counts or a sample of boarding and alighting counts for at least three revenue trips (whichever is greater) for testing the accuracy of the APC system, and	
171	For each stop, a data record shall be created to store the number of boarding and alighting passengers for each doorway the number of wheelchair lift activations, and the number of bicycle rack activations.	CM	The Contractor shall collect at least 700 boarding and alighting counts or a sample of boarding and alighting counts for at least three revenue trips (whichever is greater) for testing the accuracy of the APC system, and	
172	Each data record shall also include the current GPS location latitude and longitude, as well as the current date/time, vehicle number, vehicle operator ID number, block	C		
173	Data records may be stored in either the APC controller or the MDC, with sufficient on-board memory capacity to allow for storage of at least 72 hours of APC data.	C	APC data is transmitted in real-time to the central system and only stored if the data network is down and immediately forwarded once data network connectivity is	
174	On-board memory shall use non-volatile storage so that a power supply is not required to retain the stored APC data records.	C		
175	Utility software shall be provided, for use on a laptop computer connected via a serial communications connection to either the APC controller or the MDC, which supports	C		
176	Upon command from the WLAN subsystem, data records shall be uploaded from the APC subsystem.	C	APC Data is sent to central backend real-time via the data network.	
177	The APC subsystem shall not erase or allow the overwriting of data records until confirmation is received from the WLAN subsystem that the data records were	C		
178	Upon command from the WLAN subsystem, APC software or configuration data updates shall be downloaded to the APC subsystem and installed in the MDC or APC controller.	CM	APC-related settings stored in the MDC can be downloaded via WLAN. APC sensor calibration settings	
179	Upon successful receipt of a file from the WLAN subsystem, the APC subsystem shall provide an acknowledgement to the WLAN subsystem.	C		
180	The APC subsystem shall provide a backup method (for use when the WLAN subsystem is temporarily unavailable) for bi-directional data transfer between vehicles and the central system, involving one or more portable devices that can be connected with the APC controller or MDC in each vehicle and with a reader device on the central system network (e.g., portable computer, memory cards). If battery power is required, the portable device(s) shall be rechargeable and have sufficient battery capacity to operate over an eight-hour shift between recharges. The portable device(s) shall have sufficient	N	This is not necessary with a real-time data connection system. In the case of an unavailable data connection, data is stored until the network is restored, at which time data will be immediately transmitted.	
181	***2.4.3.3 Installation/Integration***			
182	The APC controller shall be integrated with the on-board MDC, based on the standard SAE J1708/J1587 or J1939 VAN.	C		
183	APC sensors shall be mounted so as to avoid any protrusions into the doorway passage, with sealed windows for the infrared beams.	C		
184	Cabling to the doorway sensors shall be shielded and routed to avoid sources of electromagnetic interference, such as fluorescent lighting ballasts.	C		
185	The doorway sensors and APC controller shall be mounted in locations that are not accessible to the vehicle operator.	CM	The doorway sensors and APC controller shall be mounted in locations that are not easily accessible to the vehicle	
186	The alignment of the doorway sensors shall be calibrated after installation to establish the alignment settings for each vehicle that achieve the most accurate performance (and	C		
187	**2.2.4 Automated Vehicle Announcements (AVA) [Optional]**			
188	***2.4.4.1 AVA Controller***			
189	The AVA controller shall provide audio and visual announcements to on-board riders and those waiting to board. As each fixed-route vehicle approaches a stop or other designated location, a digitally-recorded announcement shall be automatically made over the existing on-board public address (PA) system speakers and displayed one DMS inside the vehicle to inform passengers about upcoming stops, major intersections and	C		
190	The AVA controller shall make an exterior announcement of the current route number and destination when doors open at a stop. At other locations (e.g., major intersections, transfers routes), the controller shall make preset location-based interior	C		
191	The volume of the internal announcements shall be automatically adjusted according to the noise level on the vehicle at the time, and the vehicle operator shall not be able to	C		

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192	The AVA shall make ambient external noise measurements to provide independent, automatic volume control for external announcements.	CM	The AVA shall provide adjustable volume control for external announcements based on time-of-day, i.e.	
193	The AVA shall provide the capability to adjust the minimum and maximum volume levels separately for interior and exterior announcements	C		
194	The AVA announcements and PA volume level controls shall also allow the operator to separately adjust the volumes for the driver and handset speakers	C		
195	No vehicle operator interaction shall be required to operate the AVA.	C		
196	The vehicle operator shall have the ability to manually trigger the activation of any pre-recorded announcements if needed	C		
197	Vehicle operator use of the on-board PA system shall override any automated announcements	C		
198	The location information announced/displayed shall provide the stop name and transfer opportunities. The AVA shall not interfere with any existing PA system capabilities	C		
199	Vehicle operators will be allowed to override AVA announcements for manual PA announcements for configurable time durations. The controller shall revert to	CM	Vehicle operators will be allowed to override AVA announcements for manual PA announcements.	
200	The vehicle operator or dispatcher shall be able to activate a stored announcement on demand. Dispatchers shall be able to activate the announcements simultaneously on a group of buses.	C	Pre-planned periodic messages may be scheduled fleet wide. The driver can manually select safety messages and manually make stop announcements as per the route	
201	The AVA controller shall use the vehicle location information from the AVL system to trigger the appropriate announcements on-board the vehicle whenever the vehicle enters a "trigger zone." A trigger zone is a user-defined area that is located just prior to each stop location. For example, the trigger zone may begin 800 feet before a stop as well as at selected other announcement locations. Trigger zones will be pre-defined by	C		
202	The controller shall be capable of making time-based, location-based and vehicle operator-initiated announcements/displays	C		
203	Time-based announcements/displays shall be programmed to be made on-board the vehicle at specific times of the day or at a set frequency within specified time periods, on	C		
204	Location-based announcements/displays shall be programmed to be made on-board the vehicle when that vehicle passes any designated location(s)	C		
205	Vehicle operator-initiated announcements/displays (e.g., safety-related announcements) shall be programmed to be made at the vehicle operator's discretion	C		
[illegible]	Automated announcements shall continue to operate normally when the MDC is in silent alarm mode	C		
[illegible]	In the event that a vehicle is operating off-route, the automated announcements/displays shall not be made	C		
208	Once the route is reacquired, the system shall automatically determine and announce the next valid bus stop or other designated location. Off-route and on-route detection	C		
209	***2.4.5 Interior Dynamic Message Signs (DMS) [Optional]***			
210	The AVA system shall be integrated with an interior DMS, mounted to be legible from the entire passenger compartment	C		
211	Each sign shall consist of one row providing at least sixteen Light Emitting Diode (LED) variable characters with height of at least two inches. If the text cannot fit the DMS screen in a single row, the system shall have the ability to scroll or page through to show	C		
212	The AVA system shall provide text announcements for configurable duration, which will be set using the central recording software	C		
213	As any fixed-route vehicle approaches a stop or other designated location as an interior audio next stop announcement	C		
214	The AVA system shall provide stored text for location triggered, periodic or operator-activated announcements	C		
215	The DMS shall display the current date/time when not displaying a triggered announcement	C		
216	The DMS shall display the "stop requested" message when stop requested signal gets activated by a customer	C		
217	If stop request signal is received while another message is being displayed on the DMS, the AVA system shall show stop requested message after current message is completed.	CM	If stop request signal is received while another message is being displayed on the DMS, the AVA system shall show stop requested message immediately and repeat the interrupted message after the stop requested message is	
218	If the next stop announcement begins while the stop requested message is displayed, the stop requested message shall be interrupted.	CM	If the next stop announcement is triggered to begin while the stop requested message is displayed, the stop announcement message shall be display immediately	
219	***2.5 Wayside Systems: Real-time Information Dynamic Message Sign (DMS)***			
220	**2.5.1 Hardware**			
221	The Contractor shall install light emitting diode (LED) and Liquid Crystal Display (LCD) DMS at locations to be determined by the transit agency	C		
222	Indoor (LCD) DMS shall consist of seven rows providing at least 20 variable characters per row with height of at least two inches	C		
[illegible]	Outdoor (LED) DMS shall consist of three rows providing at least 20 variable characters per row with height of at least three inches	C		
[illegible]				

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225	DMS controllers shall be capable of being configured and maintained both remotely or locally using a laptop computer or other portable programming device (e.g., via a USB port, an Ethernet port, or an RS-232 console). These devices may also be used for	C		
226	Maximum DMS intensity shall be along the axis perpendicular to the sign face and at least 50% of this maximum intensity shall be maintained within a cone spanning 22	C		
227	DMS messages shall be readable by a person with 20/20 corrected vision within the cone of maximum intensity at up to 40 feet from the sign face per inch of character height,	C		
228	The LED half-life (time until light output has diminished by 50% from the original rated value) shall be a minimum of 100,000 hours. The LCD half-life shall be at least 30,000	C		
229	The Contractor shall submit, for each DMS:			
230	a. Dimensions of display area;	C		
231	b. Enclosure dimensions and construction/material details;	C		
232	c. Recommended installation method;	C		
233	d. Requirements for and dimensions of all installation hardware;	C		
234	e. Weight of DMS and associated installation hardware;	C		
235	f. Power requirements (voltage, peak and average current draw);	C		
236	g. Communications method between DMS and control software;	C		
237	h. Available display colors; and	C		
238	i. Available enclosure colors.	C		
239	**2.5.2 Enclosures**			
240	DMS must be protected using vandal-resistant enclosures.	C		
241	The front face shall provide high contrast, low sunlight reflection in all weather and site conditions	C		
242	The enclosure shall be durable in extreme weather and site conditions as discussed in Section 3	C		
243	Displays shall be legible when sunlight is shining directly on the display face or when the sun is directly behind the display	C		
244	The display housing shall provide safe and convenient front service access for all modular assemblies, components, wiring, and other materials located within the	C		
245	All internal components shall be removable and replaceable by a single technician with basic hand tools	C		
246	Service access shall involve unlocking and opening one or more hinged front face panels.	C	Front panel slides and is not hinged	
247	Removal of a display module will not be required to access the internal components of the display	C		
248	**5.5.3 Audio Announcement of Wayside DMS Text**			
249	The DMS shall include a manually-activated audio announcement system, which shall read out the sign text once successively in English and Spanish after a pushbutton has	c		
250	Audio sign messages shall be constructed in real-time by the DMS in a manner that avoids the need to send audio data over the radio system, using either prerecorded	c		
251	The audio announcement system shall be made through speakers built-in to the DMS enclosure or installed nearby	c		
252	The pushbutton must be mounted no higher than 48 inches and no lower than 15 inches from the finished floor of the shelter or kiosk	C		
253	An unobstructed pathway no less than 36 inches wide connecting the pushbutton to an adjoining or overlapping accessible route must be provided. A clear floor space of no less than 30 inches wide by 48 inches long must exist at the device (wheelchair footprint).	C		
254	The pushbutton must be operable with one hand; not require tight grasping, pinching, or twisting of the wrist; and the force required to activate the button shall not exceed 5	C		
255	The pushbutton shall emit a brief low volume sound every few seconds (e.g., "chirp") to guide the visually impaired to the pushbutton location	C		
256	The audio volume shall be automatically adjusted based on the current ambient sound level in front of the DMS to ensure that it is only loud enough to be understandable within a five foot radius from the sign.	CM	The audio volume shall be preset to a level approved by ACT based on the typical ambient sound level in front of the DMS to ensure that it is only loud enough to be	
257	**2.5.4 Controller**			
258	Each controller shall be connected to photoelectric sensor(s) sufficient to automatically adjust DMS output to address the requirements for legibility under varying ambient	C		
259	The controller shall have a time of day clock and calendar. The time and date shall be in sync with the system time at the transit agency	CM	The controller shall have a time of day clock. The time shall be in sync with the central software time at the ACT	
260	The controller shall incorporate a real-time clock capable of maintaining the current date/time for up to 14 days without external power supply. The controller shall be capable of receiving updated date/time data from the central software and using this	C		
261	Public information messages/schedules and display configuration shall be stored in a minimum of 10 MB of non-volatile memory, to enable the immediate restoration of	CM	Schedule information and public information is automatically downloaded from the central software on power restoration	
262	The controller shall be configurable with a unique name for the display. When powered on, the DMS shall present the following information at a minimum on the display:	C		
263	· Name of the sign;	N		

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264	· Product name;	N		
265	· Firmware revision;	C		
266	· Communication port configuration information;	C		
267	· Hardware address of the controller; and	C		
268	· Day, date, and time.	CM	Time	
269	Next vehicle arrival prediction messages shall be generated automatically by the controller, incorporating the arrival time prediction data as it is received from the central	C		
270	The format of the message template shall be "(route #) (route/destination name) (countdown minutes)", or an approved alternative format agreeable to the transit	C		
271	When the sign receives a message from the central software indicating that current prediction data is not available, the DMS shall display an alternate message approved by	C		
272	The controller shall be capable of displaying messages on multiple sequential "pages". For example, displaying a next vehicle arrival message, and a date and time message, each within a single row, would use an alternating sequence of two one row message	C		
273	Hold times for each message display and the blanking interval between message displays	CM	Hold times for each message display and the blanking interval between message displays is factory preset	
274	The DMS shall include ongoing self-diagnostics and shall send an alarm message to the central software in the event that a diagnostic fault is detected	C		
275	**2.5.5 Communication**			
276	The DMS controller shall be able to receive instructions from and provide information to central diagnostics/control software over the data communication network infrastructure to be implemented for the project. The network interface cards to be	C		
277	DMS shall be equipped to communicate with the central system using the wireless data network. Also, the DMS shall have the capability to communicate with the central server	C		
278	The DMS data communication equipment shall be housed within the sign case.	C		
279	Interface with central system shall utilize NTCIP standards, allowing additional signs to be added to the system without contractor support. Interface Control Document (ICD)	C	In the event that the sign losses communications the sign will countdown to the scheduled departure time.	
	The controller shall be able to run independently from the central software allowing the DMS to operate even when the DMS is not in communication with the central software, including the ability to autonomously countdown the arrival predictions as time	C		
281	The DMS controller shall be able to receive instructions from and provide information to a local computer equipped with diagnostics/control software through a serial connection	C		
282	The data-link protocol will use a check summing technique to guarantee packet integrity. Packets must be discarded if the packet's check sum is not valid	C		
283	Each DMS on the network will be assigned a unique ID.	C		
284	Each DMS must acknowledge every packet addressed to it, except in the case of broadcast addressing	CM	Broadcast messaging will allow multiple DMS to receive one message	
285	**2.5.6 Installation**			
286	The outdoor DMS shall be installed such that those can be removed in the event of severe hurricane weather for safety	C		
287	The DMS shall be mounted using hardware that allows the vertical and horizontal orientation to be adjusted as part of and subsequent to installation	C		
288	The Contractor shall connect the signs to the local power supply provided by the transit agency at each sign location, including DMS and mounting hardware grounding as well as the provision of a power disconnect near the DMS that is accessible without need to	C		
289	***2.6 Central Systems [Hosted]***	C		
290	**2.6.1 General**	C		
291	The Contractor shall provide all software and hardware that comprise the overall central system, including the required number of licenses for all users. Contractor shall host the	C		
292	All data shall be the property of the transit agency and shall be immediately available to the transit agency	C		
293	All workstation, server operating system, and relational database software shall be the most recent supported by the application software, at minimum Windows 2007,	C		
294	Data shall be retained in a historical database for use by management and other transit staff to plan and assess system performance, and to address inquiries, conflicts and	C		
295	The Contractor shall determine and describe the need and procedure for an incremental, daily or other time frame-based back up ot ITS data. Other needs related to the archiving of ITS data, such hardware and software, shall also be determined and	C		
296	The Contractor shall implement a test environment where software and confirguration changes can be tested prior to be implented in the production system. Any future updates or upgrades must be tested in the test environment before implementing those	C		
297	**2.6.2 Maps**			

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM or where the requirement is exceeded)	Proposal Reference (Section No. & Page No.)
298	ACT currently uses Arc View. Vendor shall provide the GIS editing license as part of the proposed solution for maintenance of AVL maps.	CM	MyAvail uses Bing maps. The Bing license is included. AcrView layers can be displayed on top of the Bing maps. No ArcView editing license is included.	
299	The central software shall incorporate maps to support the functionality, comprised of a selection of individually selectable theme layers (e.g., streets, street names, water features, parks, major buildings)	C		
300	Contractor will supply the base map.	C		
301	The system shall include mechanisms to allow for periodic independent updates by the transit agency to the central software maps	C		
302	The transit agency shall be able to develop additional overlay map layers to the external source map that can include polygons (e.g., municipal boundaries), lines (e.g., route traces) and points (e.g., landmarks, transfer locations, timepoints, stops), with the color, shape and thickness being selectable. The software shall allow users to view the map, including a selectable combination of the source map layers and new layers, at various	C		
303	The software shall allow the user to calculate the distance along a line drawn on the map as a sequence of straight lines between points	C		
304	**2.6.3 Fixed-route Scheduling Software**			
305	***2.6.3.1 Route and Stop Definition***			
306	The system shall be capable of defining an unlimited number of bus stops and nodes.	C		
307	The system shall permit the user to define bus stops using a variety of methods, including direct entry of GPS determined coordinates, and setting the stop location with a mouse click	C		
308	System shall be capable of allowing stops to be properly positioned at intersections.	C		
309	System shall be capable of allowing the user to assign stop amenities (*e.g* ., bench, shelter, etc.) to each stop and other supplemental data	C		
310	The system shall also have the ability to import stop data from an external system in excel or comma separated value (CSV) file format	C		
311	The system shall allow any number of trip patterns to be defined as distinct bus stop sequences, including the designation of selected stops in each trip pattern as schedule timepoints and whether a trip pattern is inbound or outbound	C		
312	The system shall be capable of displaying all trip patterns, or fixed portions of flexible trip patterns, on a map for visual display	C		
313	The system shall be capable of calculating distances for deadhead route segments, entire trip patterns, and selected trip pattern segments defined by the user	C		
314	The system shall allow the definition of average running speeds, for various days and time periods, for deadhead segments and between designated pairs of stops along each trip pattern	C		
315	The system shall be capable of generating a list of turning movements for an entire trip pattern	C		
316	The system shall allow routes to be defined as a sequence of trips using selected trip patterns during defined time periods	C		
317	***2.6.3.2 Creation of Timetables***			
318	The system shall be capable of rotating the extraboard automatically.	C		
319	The system shall be capable of calculating the running time between any pair of timepoints on any trip pattern, taking into account running speeds. The system shall also allow running times to be manually input if needed, such as for deviated flexible route	C		
320	The system shall be capable of automatic or manual trip building for each route, using the designated sequence of trip patterns. The system shall build trips based on user-specified headways or user-specified trip start/end times. The system shall allow for	C		
321	The system shall permit users to automatically or manually assign trip numbers.	C		
322	The system shall allow for modifying built trips, based on modifying a single trip pattern, all trips in a single direction or a combination of the above	C		
323	The system shall permit authorized users to assign specific vehicle types to trips.	C		
324	The system shall be capable of computing deadhead time, including the effect of varying running speed in various time periods	C		
325	The system shall provide summary data on trips and running times, including total trip length, total deadhead time, number of stops and service start/end times	C		
326	***2.6.3.3 Vehicle Assignment***			
327	The system shall be capable of either automatic or manual vehicle block development based on user-defined variables, with checks to ensure that all trips have been assigned. The system shall be capable of blocking trips based on service and bus types	C		
328	The system shall permit users to automatically or manually assign block numbers.	C		
329	The system shall be capable of developing potential interline relationships for the entire service or based on the user selecting specific routes or trips	C		
330	***2.6.3.4 Runcutting***			

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM or where the requirement is exceeded)	Proposal Reference (Section No. & Page No.)
331	The system shall be capable of cutting single-piece or multi-piece work assignment runs, with each piece being a sequence of route trips from a particular block.	CM	Avail has had great success with properties the size of ACT and NCRTD with the features offered in myAvail for the fixed route scheduling requirements for many of its existing customers. However,to meet the runcutting features requested here, Avail has offered as an option at an additional cost, Schedule Masters. Their feature rich solution meets these requirements. Avail has integrated with Schedule Masters on several occasions and finds them to easy to work with and their solution is easily learned and	
332	The system shall permit users to automatically or manually assign run numbers.	CM	See item 331.	
333	The system shall generate runs that incorporate the transit agencies management rules.	CM	See item 331.	
334	The system shall flag when a manual or automatically generated runcut violates a management rule.	CM	See item 331.	
335	The system shall allow for the development of alternative runcut scenarios, allowing the transit agency management to compare resulting costs for each scenario. Results shall be at least as cost effective as those currently produced manually for an equivalent	CM	See item 331.	
336	The system shall allow the shifting of trip relief times (as stated in block tables) to optimize runcuts.	CM	See item 331.	
337	The system should allow the user to specify compressed work weeks (e.g., 4 day work weeks, 10 hour days)	CM	See item 331.	
338	The system shall permit the transit agency to manually cut some or all of the blocks.	CM	See item 331.	
339	***2.6.3.5 Shift Assignment/Rostering***			
340	The system shall be capable of building bid rosters automatically.	C		
341	The system shall permit users to automatically or manually assign roster numbers.	C		
342	The system shall have the capability to take into account special service in effect for selected dates (e.g., holidays)	C		
343	The system shall allow the transit agency staff to establish rules on which rostering suggested by the system will be based.	C		
344	The system shall have the capability to create separate rosters for various groups of drivers (e.g., part-time rosters)	C		
[illegible]	The system shall have the capability to validate the transitions between rosters for two consecutive roster periods.	C		
[illegible]	The system shall have the capability to automatically generate one roster at a time or all rosters.	C		
347	The system shall support both roster and cafeteria style rosters.	C		
348	The system shall allow the transit agency staff to access human resources information that has been imported into the system for any bus driver.	C		
349	The system shall validate driver choices to determine whether each driver meets minimum rest time requirements between runs.	C		
350	The system shall validate driver choices to determine whether each driver meets requirements for minimum/maximum assigned work load.	C		
351	***2.6.3.6 Reporting***			
352	The system shall generate a report for each trip pattern, listing the distances and running times between timepoints.	C		
353	The system shall generate detailed timetables for each route and for each service day type.	C		
354	The system shall generate timetables suitable for providing schedule information to the customers (e.g., in-pocket timetables)	C		
355	The system shall generate a report listing the block numbers and detailing the sequence of trips for each.	C		
356	The system shall generate a report detailing the block/trip for the sequence of work pieces comprising the each run.	C		
357	The system shall generate a report listing the set of runs in each roster, in a suitable format for driver signup.	C		
358	The report files shall be easily exported to formats that can be opened and edited in Microsoft Word and Excel.	C		
359	**2.6.4 CAD/AVL Software General**			
360	All communications and CAD/AVL data shall be stored in a manner that allows direct access by the software for at least 90 days. Utilities shall be provided to support archive [illegible]	C		
361	The system shall store CAD/AVL time-related data with a resolution of seconds.	C		
362	The priority ordering of the displayed vehicle event list (e.g., covert alarm, PRTT, RTT, logon, logoff, and maintenance critical alert) shall be configurable by the transit agency.	C		
363	The displayed vehicle status list (e.g., schedule adherence, route adherence) shall be capable of being sorted on any data field by the individual dispatcher.	C		
364	***2.6.4.1 Remote Access***			
365	A "thin client" program shall be provided to allow remote access to software on workstations from customer service, maintenance and other authorized transit agency staff.	C	Avail has included two products: our InfoPoint Web is a website that can be used by both the public and customer service to view vehicle locations and schedule adherence of buses. For more detailed information, we have also provided our CommandPoint Replay which is a "rich-	
366	***2.6.4.2 Mobile Access [optional]***			

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM or where the requirement is exceeded)	Proposal Reference (Section No. & Page No.)
367	One fixed-route street supervisor vehicle shall be equipped with a laptop. The laptop shall use the remote access method to the central software, over a cellular data	c		
368	Software functions and views to be seen on mobile laptop based access shall be configurable by the transit agency	c		
369	***2.6.4.3 MDC Logon Verification***			
370	The system shall receive and validate a logon request from an MDC, if the operator ID and run ID are valid and not already logged in on another MDC (and otherwise respond that it is an invalid login attempt).	CM	The system shall receive and validate a logon request from an MDC, if the operator ID and run ID are valid otherwise respond that it is an invalid login attempt. The logon request shall be verified using a real-time interface with	
371	The system shall receive and immediately process a logoff message from an MDC.	C		
372	In addition to logon requests and logoff messages, the system shall receive various other incoming message types including location reports, schedule/route adherence reports, covert alarm messages, device alarm messages, maintenance critical alert messages and	C		
373	The system shall log all outgoing and received data in a historical database, including date/time, vehicle number, vehicle operator ID number, dispatcher number, block number, route/run number, trip number, and odometer reading, GPS location latitude and longitude, schedule adherence, message type, and message content. The historical database shall be read-only. Historical data shall be available in a format that is directly accessible by or importable into common database management and analysis tools.	C		
374	***2.6.4.4 Location Tracking***			
375	The system shall poll revenue and non-revenue vehicles for a location report whenever a configurable time has passed since the most recent location report was received.	C	Our system does not poll, location reports are automatically sent in by the MDC based on time, distance,	
376	The system shall receive and store latitude and longitude information stamped with date, time, vehicle, block, operator, run, route, trip, and odometer from MDCs	C		
377	The map display icon for the vehicle location should provide the individual choice for each workstation of whether to display as the label the vehicle, block, route or operator.	C		
378	The display shall provide an indication if the last reported location being displayed is older than the reporting interval	C		
379	***2.6.4.5 Route and Schedule Adherence Tracking***			
380	The system shall track the times when buses arrive at each bus stop, even if the door doesn't open, and store the associated schedule adherence data along with date, time, stop, vehicle, block, operator, run, route, trip direction, and odometer.	CM	The system shall track the times when buses arrive at each bus stop, even if the door doesn't open, and store the associated schedule adherence data along with date, time, stop, vehicle, block, operator, run, route and trip	
381	Based on configurable thresholds, the system shall use the reported schedule adherence data to designate when vehicles are "early," "late" or "on time."	C		
382	Based on thresholds configurable by the transit agency staff, the system shall designate when vehicles are deemed off-route	C		
383	The system shall highlight to the dispatcher the vehicle IDs of those vehicles that are operating early, late or off-route, using tabular and map displays to indicate their current schedule and route adherence status. The tabular display entries and the map display symbols for these vehicles shall use distinct and configurable color codes for early, late	C		
384	The system shall provide a real-time output of the current location and schedule adherence for all fleet vehicles, for use by the next stop prediction software. The Contractor shall document and provide to the transit agency the communications	C		
385	The system shall be able to report on timepoints with on-time performance that is outside of a set threshold and flag these. If this feature is not included in the standard reporting capability of the CAD/AVL software, the Contractor shall provide this feature as	C		
386	***2.6.4.6 Voice Call Setup***			
387	The system shall allow the dispatcher to view Request To Talk (RTT) and Priority Request To Talk (PRTT) messages received from MDCs on a tabular display, together with the	C		
388	The voice call functionality shall allow the dispatcher to set up a voice call response to the initiating vehicle operator by first selecting RTT or PRTT from the tabular display	C		
389	The system shall allow set up of a one-way broadcast voice call to a single vehicle or a group of vehicles	C		
390	The system shall provide the capability to set up a voice call with an individual vehicle, individual operator, all vehicles in a fleet group, all vehicles on a route or set of routes, all vehicles in a selected group or all vehicles within a selected geographic area on the	C		
391	The system shall provide the ability to set up stored sets of vehicles using above criteria, to use for setting up voice calls	C		
392	The remote access for street supervisors to the CAD/AVL software via the vehicle mobile workstation shall allow supervisors the ability to set up a voice call with one or more	C		
393	The system shall require the dispatcher to establish a timeout interval for any voice call.	C		
394	The voice call timeout setting shall offer a default interval and alternative intervals determined by the transit agency	C		
395	***2.6.4.7 Location Playback***			
396	The dispatcher shall be able to review on the map display the chronological sequence of reported locations for a specified vehicle over a specified time period	C		

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397	The software shall provide controls to view the entire sequence of reported locations from the beginning of the time period or to step through the sequence incrementally	C		
398	The system shall allow replay for a single vehicle, selected set of vehicles or all vehicles on the selected map view for selected time period	C		
399	The system shall allow selection of any time period for the historical data.	C		
400	The replay data shall include location reports, schedule adherence data and on-route status	C		
401	All users accessing the CAD/AVL software including workstation users, remote access users and mobile access users shall be able to access the playback function	C	Not to exceed the number of purchased licenses.	
402	The system shall allow the ability to use playback without exiting from the current CAD/AVL operational view	C		
403	The system shall be able to be store a playback in a format that can be exported for viewing on any computer	C	Replay data can be exported to Excel in tabular format	
404	***2.6.4.8 Text Messaging***			
405	The system shall allow the dispatcher to view received text messages in a tabular display that also indicates the vehicle ID and the time of the message	C		
406	The system shall allow the dispatcher to send a text message to a single MDC, a predefined group of MDCs, all MDCs within an area selected on the map display or all MDCs operating on the same route	C		
407	The system shall allow the dispatcher to select one of a set of predefined text messages or enter a free text message	C		
408	The system shall allow the transit agencies staff to add, edit, delete, or reorder the listing of canned messages on MDC	C		
409	The system shall allow for any message sent by dispatch to be flagged as requiring vehicle operator acknowledgement, a Y/N response and shall allow the dispatcher to view a list of such messages that have not been acknowledged	C		
410	***2.6.4.9 Incident Reports***			
411	The dispatcher shall be able to select an event to form the basis for an incident report, with the incident report form auto-populated with all information already known in the system about the event	C		
412	There shall be one central incident/accident report accessible from a server so everyone sees the same current report information, but only one instance of the report can be open at a time	C	Multiple instances can be opened with separate tracking of edits.	
413	The system shall allow authorized users to append to an existing open incident report, with other system users limited to read-only access	C		
	The user shall be able to select from a list of currently open incident reports that can be sorted by date/time, incident type or initiating dispatcher. The open incident report shall be repeatedly accessed and modified, until it is marked closed after which further	C		
415	The selected incident report shall appear in a separate window, and shall be available for editing	C		
416	The system shall be able to set limits on which users can open, modify or close incident reports	C		
417	The system shall track the user and date/time when the incident report is opened, modified or closed	C		
418	The system shall allow authorized users to close an existing open incident report. The user shall be able to select from a list of currently open incident reports, which can be sorted by date/time, incident type or initiating dispatcher. The user shall be asked to	C		
419	The incident report database shall indicate, for each incident report, the date/time of opening the report, the incident type, the initial incident text, the initiating dispatcher, the date/time of each subsequent modification, each modified version of the text, the	C		
420	***2.6.4.10 Covert Alarm Handling***			
421	When a covert alarm signal is received from a vehicle, the system shall display the event in the performance queue to all dispatchers, using the transit agencies configurable	CM	When a covert alarm signal is received from a vehicle, the system shall display the event in the performance queue to all dispatchers	
422	The system shall notify the dispatcher in the performance queue that a silent alarm message has been received using a transit agency approved visual interface. There shall also be a transit agency approved audio notification method, which the transit agencies	C		
423	Once one of the dispatchers selects the covert alarm event, this shall be so indicated to that dispatcher and all others	C		
424	Once a dispatcher has selected the covert alarm event, the dispatcher shall be able to opt whether to monitor the covert microphone audio	C		
425	The dispatcher can opt at any time to end the covert microphone monitoring or the overall covert alarm event	C		
426	The system shall send signals back to the MDC that generated the alarm when a dispatcher has selected the event, when covert microphone monitoring has started or ended, and when the event has been cancelled	C		
427	During a covert alarm event, the system shall not allow dispatchers to initiate voice calls with the vehicle or send a text message, but all other location/performance monitoring and the ability to receive PTT/DPTT signals shall remain operational	C		
428	The system shall be able to be configured that a vehicle in covert alarm mode shall send updated location reports at a more frequent polling interval	C		
	2.6.4.11 Data Logging and Retrieval			
430	All incoming and outgoing data shall be stored for retrieval, analysis, display and printing	C		
431	The system shall allow all such data to be retrieved, even if it has been archived.	C		

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432	This historical information shall include all data transmitted from vehicles to dispatch (e.g., location data, route/schedule adherence data, logon/logoff data, covert alarms, device alarms, maintenance critical alerts); and all central software user logons and	C		
433	The online data storage system shall ensure data integrity in the event of a computer disk drive failure	C		
434	In addition, the system shall include a means of archiving transaction data, or restoring data from an archive, while the system is in operation. It shall not be necessary to shut down the database to perform a successful backup or restore operation.	C		
435	The stored data shall be time and date stamped, and shall contain sufficient information to enable selective sorting and retrieval based on user-specified selection criteria. At a minimum, the following sorting and selection criteria shall be supported for accessing the historical data from both the online and archived storage: date and time, GPS latitude/longitude, vehicle number, operator number, dispatcher number, run number,	CM	Odometer values stored at log on and off only. Replay data retrieval by vehicle or route, but then can be sorted based on the other fields once retrieved.	
436	Historical data shall be read-only with modification only permitted to individual pre-defined fields	C		
437	***2.6.4.12 Reporting***			
438	The software shall provide standard reports based on the CAD/AVL data. Proposers shall provide details in their proposal related to reports that are offered and the degree to which the reports are fixed. Some of the suggested standard reports are as follows:	C		
439	· On time performance	C		
440	· Active fleet (weekday and weekend)	C		
441	· Productivity	C		
442	· Number of incidents/accidents	C		
443	· Lost service time, by incident type	CM	We have an incident type report, would like to discuss this during design review to determine if we have the data available to provide lost service time within this report	
444	· National Transit Database (NTD) annual reports in accordance with federal transit administration rules	C		
445	The software shall have the capability to generate reports based on exceptions as per thresholds set by the transit agency staff for various CAD/AVL components.	CM	Avail has included in our bid development of 10 custom reports. Avail will review the reporting capabilities of DataPoint with ACT during design review to determine what additional reports need developed. Report development assumes data exists and is generated by the	
446	The Contractor shall provide 10 custom standard reports. Additionally, the Contractor shall provide tools to generate ad-hoc reports on stored CAD/AVL data.	CM	Avail has included in our bid development of 10 custom reports. Avail will review the reporting capabilities of DataPoint with ACT during design review to determine what additional reports need developed. Report development assumes data exists and is generated by the	
447	All report shall have the capability to export information into a common analysis and text editing office software such as Microsoft Excel and Word	C		
448	Reporting shall be available on actual revenue-hours, revenue-miles, layover-hours, deadhead-hours, deadhead-miles, actual-hours, and actual-miles. Deadhead should breakdown between to/from garage and interline types.	CM	We provide most of these reports as a standard offering. Reports not generated by our system today could be generated as one of the ten custom reports mentioned	
449	All reports must use standard reporting tools (e.g., Microsoft Reporting Services) and shall have the ability to export data into file formats that can be viewed and edited with standard office software (e.g., Microsoft Word and Excel)	CM	Avail's proposed solution includes our DataPoint reporting and analysis software which provides transit specific reporting with far more capability and ease of use then Crystal Reports. However, if ACT desires, Crystal Reports or other 3rd party tools that work with Microsoft SQL server can be used. These are not included with our bid.	
450	***2.6.4.13 Interfaces***			
451	*2.6.4.14 Mobile Data Communications Gateway Support Software*			
452	The system shall be interfaced with the Mobile Data Communications Gateway Support Software, to allow all incoming and outgoing messages between the system and the MDCs (and if needed some DMS) to be transmitted using the mobile data	C		
453	*2.6.4.15 Wireless LAN Data Transfer Support Software*			
454	The system shall be interfaced with the Wireless LAN data Transfer Support Software, to allow the system to exchange data over the WLAN with vehicles	C		
455	The system shall allow files to be set up so that they will be automatically downloaded to vehicles when they connect with the WLAN, including a mechanism to avoid repeating a download to a vehicle that has already previously received it as well as to determine	C		
456	The system shall automatically receive from vehicles once they connect to the WLAN any files they have ready for upload, including a mechanism to avoid repeating an upload from a vehicle that has already previously provided it	C		
457	*2.6.4.16 New Fixed-Route Scheduling Software*			
458	The system shall be interfaced with the new fixed-route scheduling software, so as to accomplish the required system functionality with the periodic import of fixed-route schedule data. The Contractor shall assist the transit agency with preparing their initial preparation of a fixed-route schedule using the new software, so as to both prepare an effective schedule/blocking/runcut/roster and also ensure that the schedule data is	C		

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459	The Contractor shall provide, license, install and integrate all upgrades needed to the existing software, including providing subcontracted support services from respective	C		
460	**2.6.5 APC Management Software**			
461	***2.6.5.1 Unprocessed Data***			
462	Unprocessed APC data received from vehicles shall be stored without alteration in database tables. The system shall retain unprocessed APC data after post-processed APC	CM	Post processed data is not retained	
463	***2.6.5.2 Post-Processed Data***			
464	The system shall associate each unprocessed APC record with the correct nearest stop, based on an algorithm that uses the recorded GPS latitude and longitude, the route, and	C		
465	If the latitude and longitude recorded for a stop are not within 50 meters of a stop on the current route/trip, a stop ID shall not be added to the data record.	CM	Boardings and Alightings such as this are attributed to the next valid stop. We believe this is preferable in our experience, especially to account for "flag downs" in between stops which ACT has stated are typical for your	
466	The system shall initially flag in the unprocessed data (1) any "outlying" data; (2) instances where the calculated vehicle occupancy becomes negative; and (3) instances where the total number of boardings and alightings over the course of a block are not equal.	CM	Vehicle occupancy is corrected in the MDT before transmission to not allow negative; instances where boarding and alighting are not equal and can happen for many normally occurring reasons; this data is not flagged, but instead can be excluded from inclusion in the valid	
467	The software shall allow the user to set and adjust parameters controlling the automatic flagging of "outlying" data.	CM	Avail has a controlled exceptions process to control the flagging of certain predefined exception cases and a	
468	The system shall allow the user to review the flagged data and offer post-processing options. At a minimum, these options will include (1) eliminating or adjusting "outlying" data; (2) proportionally adjusting boarding and alighting counts data to avoid a negative occupancy condition; and (3) proportionally weighting boarding and alighting counts to	CM	Avail has a controlled exceptions process to control the flagging of certain predefined exception cases and a controlled mechanism for making corrections.	
469	The system shall store the post-processed version of the APC data received from vehicles in a database table	C		
470	***2.6.5.3 Reporting***			
	The system shall be capable of importing ridership data from standard spreadsheet/database files such as Excel and/or Access.	C	Avail can review the data in question and provide a cost to ACT to perform this as a one-time service to get old ridership data into our system and we have done this for other customers. The system provides non GUI-accessible	
472	The system shall allow users to manually enter ridership data.	C		
473	Common transit management questions for which the system shall be capable of providing information support include, but are not limited to, those in the following	C		
474	· Ridership by route, run, segment and bus stop;	C		
475	· National Transit Database reporting (e.g., passenger mile statistical reporting);	C		
476	The system shall provide ridership analysis results in both tabular and graphical formats.	C		
477	The system shall generate APC data reports, offering both tabular and graphical formats. The system shall also generate all specific reports required by the National Transit	C		
478	The user shall be able to select between unprocessed and post-processed data. The user shall be able to apply a filter comprising any combination of route, pattern, direction, stops, date/time period and day-of-week. The user shall be able to select to view data including boardings by stop, boardings not assigned to a stop, alightings by stop, alightings not assigned to a stop, onboard passenger load by stop, and stops for which	CM	Avail does not save nor report on unprocessed data	
479	All database tables shall be made available in an Open Database Connectivity (ODBC)-compliant format, with the data dictionary provided to the transit agency, so that the transit agency can import this data for analysis and reporting purposes into a common	C		
480	***2.6.5.4 Interface with Wireless LAN Data Transfer Support Software***			
481	The system shall be interfaced with the wireless LAN data transfer support software to exchange data with vehicles while they are in range of the WLAN	C		
482	**2.6.5.5 AVA and Trigger Location Management Software General**			
483	The system shall provide an integrated software package for preparing all information to be downloaded to the fleet, including the interior/exterior announcements, DMS text	C		
484	***2.6.5.6 Announcement Preparation***			
485	The system shall provide a text-to-speech generator for English and Spanish.	CM	Avail prefers the use of professionally recorded announcements. Our bid includes both English and	
486	The system shall provide software to create recorded message files in-house.	C		
487	The system shall be able to use professionally recorded messages that use a designated file format	C		
488	The system shall provide the ability to create announcement messages that concatenate selected portions of recorded message files with timed pauses and text-to-speech segments.	CM	The system shall provide the ability to create announcement messages that concatenate selected portions of recorded message files with timed pauses and	

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489	The system shall provide the ability to create the DMS text associated with each announcement message	C		
490	***2.6.5.7 Trigger Locations Configuration***			
491	The system shall allow the announcement message files and associated DMS text files to be linked with individual announcement trigger locations	C		
492	An announcement trigger location is a user-defined area located just prior to a stop location. The system shall provide a utility that allows the user to configure announcement trigger locations on a global basis (e.g., 800 feet before) and to set or	C		
493	A headsign trigger location is a user-defined area located approaching the start of a trip or deadhead segment. The system shall provide a utility that allows the user to configure headsign trigger locations on a global basis (e.g., 800 feet before) and to set or adjust	C		
494	***2.6.5.8 Interfaces: Wireless LAN Data Transfer Support Software***			
495	The system shall be interfaced with the wireless LAN data transfer support software, to provide a mechanism to download AVA and trigger locations updates to vehicles	C		
496	**2.6.6 Real-time Arrival Information System Central Control Software**			
497	The system shall provide current next vehicle arrival information to the DMS and other dissemination media (e.g., website and IVR) through an automated process	C		
498	Multiple sign rows shall be used to display arrival prediction messages when there are multiple routes at a stop or additional text messages are to be displayed	C		
499	The system shall allow an authorized user to construct and display one or more text messages (e.g., real-time information messages regarding service disruptions) of 30 characters or less. These messages shall be displayed on the DMS on a separate row	C		
500	The system shall allow control software users to preview a message before it is transmitted to the DMS and other dissemination media for display	C		
501	The system shall allow users of the central control software to configure the amount of time that a message is shown on the DMS. This capability will enable users to display different messages for specific periods of time	C		
502	The system shall notify the dispatcher in the event that an alarm is received from the DMS using a tabular display	C		
503	***2.6.6.1 Prediction Software***			
504	The system shall use the real time location and schedule adherence data to create a continuously updated table of next arrival predictions for all stops	CM	The system shall use the real time location and schedule adherence data to create a continuously updated table of next arrival or departure predictions for all stops. Avail's InfoPoint Departure Estimator prediction software uses a smart algorithm to determine the best time prediction to display on the sign:☒ For stops with NO scheduled layover, the Departure Estimator calculates an arrival time for that stop. This ensures the passenger knows when the bus will arrive so that they do not miss a bus that will depart immediately ☒ For stops with a scheduled layover, the Departure Estimator calculates a departure time for that stop. For example, assume this is a stop at a Transfer Center with a 15 minute layover. In this case, displaying departure time to the passenger allows them to best use their remaining time without causing a needless rush to the bus only to learn it is on a layover☒ For cases where the arriving bus is RUNNING HOT, the Departure Estimator calculates a departure time for that stop. This ensures	
505	The system shall provide this data table such that the transit agency and designated third parties have the right to perpetual and royalty-free access, for the purposes for integration with future DMS (or other public information methods) and importing data into the long term database, including a data dictionary and Entity Relationship Diagram	C		
506	The information required by the algorithm(s) shall be manually entered into a prediction support database by the Contractor. The system shall allow the user to configure the	CM	The information required by the algorithm(s) shall be manually entered into a prediction support database by	
507	The Contractor shall collect data on the accuracy of the predictions relative to the actual arrival time on a minute by minute basis for at least 30 minutes prior to each sampled vehicle arrival (i.e., the accuracy for prediction 30 minutes in advance, for 29 minutes in advance, and so on down to those for 1 minute in advance). This data collection shall be done for one hour at each DMS location, and also for one hour for a random sample of	C		
508	Based on this data, the Contractor shall calibrate the prediction algorithm and assist the transit agency with adjusting and fixed-route schedule times and stop locations to maximize the accuracy of the arrival predictions. Where adjustments are made the Contractor shall also collect additional prediction accuracy data for the affected stops to	C		

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509	The percent error for next vehicle arrival time predictions at a given stop for a given minute in advance of arrival shall be calculated as: absolute value of (predicted time to next arrival minus observed time to next arrival) divided by (observed time to next arrival). For example, if the observed time to next arrival was 7 minutes relative to a predicted time to next arrival of 8 minutes, the percent error would be 1/7 (i.e., 14%).	CM	The accuracy of the predictive algorithm shall be such that the predicted error shall be less than 5 minutes 90% of the time when the bus is 20-30 minutes from the stop, less than 3 minutes 90% of the time when the bus is 10-20 minutes from the stop, less than two minutes 90% of the time, when a bus is 5-10 minutes from a stop, and less than one minute 90% of the	
510	A system report providing accuracy predictions stratified by minutes in advance of the arrival, filtered on a stop and timer period basis, is a desirable alternative since it would enable accuracy assessment during and after the implementation with less need for field data collection. With such a report, the Contractor shall still be required to assist with sufficient field data collection to validate the system prediction accuracy report, as well as with efforts to use the report data to maximize the accuracy of the arrival predictions.	C		
511	***2.6.6.2 Interface with Interactive Voice Response (IVR) System***			
512	The system shall be interfaced with IVR to provide real time information. The system shall respond to a customer request with the real-time arrival information for the next bus on the requested route and direction	c		
513	***2.6.6.3 Interface with the Transit Agencies Website***			
514	The system shall be hosted by Contractor and interfaced with the transit agencies website to provide real time information. The system shall respond to a customer request with the real-time arrival information for the next bus on the requested route	c		
515	**2.6.7 Mobile Data Communications Gateway Support Software**			
516	***2.6.7.1 General***			
517	A mobile data gateway shall be established with the data communication system selected for the project, to enable the central system to exchange data messages with vehicles and if needed as per DMS	C		
518	***2.6.7.2 Data Message Processing***			
519	The mobile data communications gateway support software shall process data messages received from the vehicles and DMS and pass these to the central software	C		
520	The mobile data communications gateway support software shall process data messages received from the central software and pass these to the vehicles and DMS	C		
521	**2.6.8 Wireless Local Area Network (WLAN)**			
522	The Contractor shall install WLAN access points at the agencies garage to upload and download data when vehicles are located at these garages. New access points shall avoid significant signal availability outside of the intended coverage area. The agency shall approve the specifics of proposed access point locations, signal levels and antenna type/orientations for an acceptable balance between expected coverage in outlying parts of the intended coverage area and minimizing signal availability outside the facility	C		
523	***2.6.8.1 Hardware***			
524	The WLAN access points shall use the IEEE 802.11n standard.	C		
525	The WLAN access points shall support the Wireless Protected Access 2 (WPA2) security standard, or an approved alternate superior security standard ratified by the time of implementation. The WRTA shall have the ability to independently change the	C		
526	The agencies shall have the ability to independently adjust the signal strength of each WLAN access point	C		
527	WLAN access points shall meet or exceed the following environmental capabilities:			
528	a) Non-operating (storage) temperature: -4 to 140°F (-20 to +60°C)	C		
529	b) Operating temperature: +14 to +95°F (-10° to +35°C)	C		
530	c) Operating humidity: 10 to 90 percent (non-condensing)	C		
531	***2.6.8.2 Installation***			
532	WLAN access points shall be ceiling or wall mountable.	C		
533	WLAN access points shall be installed such that wireless signals don't get obstructed by any barrier	C		
534	**2.6.9 Wireless LAN Data Transfer Support Software**			
535	The wireless LAN data transfer support software shall manage the wireless LAN data transfers between vehicles and the central software using the garage WLAN	C		
536	Once a vehicle has successfully associated with a transit agencies WLAN access point, the wireless LAN data transfer software shall receive the file uploads initiated by the MDC.	CM	There are no files that need to be uploaded from the MDC.	
537	When the wireless LAN data transfer software has a download available for a vehicle that has successfully associated with a transit agencies WLAN access point, the wireless LAN data transfer software shall check with that MDC whether it has already received	c		
538	Any new download file shall be downloaded to the entire fleet within one day, if each vehicle returns to WLAN coverage each night and is configured to remain on for at least fifteen minutes after the ignition is turned off	CM	Vehicles would need to be started and within range of the WLAN to receive wireless download.	
539	**2.6.10 Interactive Voice Response (IVR) System [Optional]**			
540	***2.6.10.1 General***			
541	The IVR system shall provide the capability for customers to access or be contacted with information about the transit agencies services via telephone	C		
542	The Contractor shall be responsible for supplying hardware and software, technical support, and warranty coverage on implemented hardware and software	C		
543	The IVR system shall be interfaced with the next arrival prediction software to access current prediction data for a selected stop	C		

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544	The IVR shall be integrated with the existing telephone systems at the transit agency.	C		
545	***2.6.10.2 Customer Interface***			
546	The customer interface shall consist of voice prompts to which the customer may respond by either voice commands or by touch-tone key selection	C		
547	The IVR system shall provide a welcoming message as its first response to incoming callers or call recipients. The system shall allow for an additional optional message to be	C		
548	The IVR system shall be designed such that incoming calls with no touch-tone or voice response within a short period of time by the customer are acted upon automatically (time-out). Proposers shall specify proposed options for calls that time-out or for which	C		
549	The voice prompts shall encourage incoming callers to use the automated menu-based interface as a first choice over communication with a live Customer Service	C		
550	The voice system structure shall provide key-ahead of touch-tone inputs such that experienced users do not have to wait for voice messages or prompts to complete prior	C		
551	At any time during the call, the customer may request a transfer to the transit agencies Customer Service via touch-tone key or voice command. The touch-tone key used for	C		
552	***2.6.10.2.1 Stop Next Arrival Predictions***			
553	The system shall allow an incoming caller to select a route, direction and stop, and in response hear the current predicted arrival time from the prediction software	C		
554	***2.6.10.2.2 Call Transfers***			
555	The proposed system shall handle at least 1,000 calls per day.	C		
556	The proposed IVR system shall be capable of transferring calls to transit agencies Customer Service	C		
557	When a transfer request to Customer Service is initiated by a caller after business hours, the IVR system shall provide an informational message to the caller and then return the	C		
558	When a transfer request to Customer Service is initiated by the caller during regular business hours, the IVR system shall transfer the caller to Customer Service if a call taker	C		
559	When a transfer request to Customer Service is initiated by the caller during regular business hours but when call takers are busy and the queue is full, the IVR system shall detect the queue-busy condition, hold the call, announce the approximate amount of	CM	Act is responsible for for providing any licensing and modules for the phone system needed to meet this requirement	
560	***2.6.10.2.3 Administrator Interface***			
561	The IVR system shall provide system administration functions sufficient to manage the required functionality. The Contractor shall provide sample screen shots and a high-level diagram of major menu options and administrative tools provided as part of the	C		
562	The appropriate security shall be in place to manage access to the system, including the following:	C		
563	· Support for multiple security and access levels; and	C		
564	· Applying different security levels to specific users.	C		
565	Functions for editing, similar to those found in most Windows applications, shall be provided. These functions include drop down, fast-key, and "right-click" selections for	C		
566	***2.6.10.2.4 Usage Data Collection and Reporting***			
567	The IVR system shall collect customer call data and provide reports for administrative purposes	C		
568	The Contractor shall describe the level to which data may be collected for incoming customer calls and for the touch-tone responses to menu options	C		
569	The proposed system shall allow a system administrator to generate reports for specific time periods, including the following types of reports:	C		
570	a) Number of total incoming calls;	C		
571	b) Number of calls that transfer to Customer Service without other input;	C		
572	c) Number of calls that transfer to Customer Service with other input;	C		
573	d) Number of calls that request to cancel a scheduled trip;	C		
574	e) Number of automated notification calls made by the system to inform customers of their scheduled trip pick-up times; and	C		
575	f) Call duration for each call.	C		
576	The proposed IVR shall allow the system administrator the capability to generate the above reports by the following selectable periods: hourly, daily, range of days, weekly,	C		
577	***2.6.10.2.5 Vocabulary Management***			
578	The proposed IVR system shall provide the capability for the system administrator to record and edit vocabulary words, and construct the phrases that will be used by the IVR	C		
579	The Contractor shall specify the method(s) for recording and editing vocabulary words, and constructing phrases	C		
580	The proposed IVR system shall provide speech editing features. The Contractor shall specify features supported by the vocabulary management environment, including but	C		
581	· Individual vocabulary edits;	C		
582	· Pause deletions and insertion; and	C		
583	· Undo/redo individual vocabulary edits.	C		

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584	The IVR system shall provide the capability to store and manage all vocabulary words and phrases used by the system. Contractor shall describe how the vocabulary words	C		
585	**2.6.11 Web Services**			
586	***2.6.11.1 General Transit Feed Specifications (GTFS Feed) for Google Transit Trip Planner (Phase 1)***			
587	The system shall provide an interface to Google Transit utilizing the GTFS. The interface shall allow for the export and delivery of data fields necessary (per transit agency needs) for fixed route trip planning on Google Transit using GTFS guidelines available at: http://code.google.com/transit/spec/transit_feed_specification.html. The Contractor shall work with the transit agency to decide which of the data fields described in the	C		
588	The Contractor shall perform or assist the transit agency with the following processes	C		
589	a) Shall prepare transit data as a zip file in GTFS format.	C		
590	b) Shall test the GTFS zip file using ***FieldValidator*** (http://code.google.com/p/googletransitdatafeed/wiki/FeedValidator) and ***ScheduleViewer*** (http://code.google.com/p/googletransitdatafeed/wiki/ScheduleViewer) tools to ensure	C		
591	c) Shall coordinate hosting the transit data zip files on a standard web server and sending an e-mail to the Google Transit contact person. The e-mail must contain a link to the location of the transit data zip file and the Google account IDs that should have	C		
592	d) Shall review and perform quality assurance check of Google's preview data (beta	C		
593	e) Shall coordinate with the transit agency and Google to go live with the transit data, and decide how often Google will check the transit agency's web server for feed	C		
594	The Contractor shall coordinate with the transit agency to ensure that any abnormal situations in trip planning which include but are not limited to the following are	C		
595	a) Excessive walking to/from an origin/destination transit stop;	C		
596	b) Stops connected by straight line on the map instead of following the appropriate	C		
597	c) Excessive wait-time suggested for transfers; and	C		
	d) Major and minor stop locations are not marked on the map.	C		
	6.2.11.2 Stop Next Arrival Predictions			
600	The system shall allow a person using a personal computer, or web-based personal mobile device to visit a publicly accessible web address to select a route, direction and stop, and in response receive the current predicted arrival time from the prediction	C		
601	The Contractor shall provide all web pages, data feeds and scripts needed to enable this	C		
602	The response web page shall be continuously updated (whenever a new ETA is	CM	Webpage in updated on a configurable interval, typically 1	
603	***2.6.11.3 Real-time Vehicle Location Display***			
604	The system shall provide the ability to display route, stops and real-time location of a vehicle on a route on a web-based map display. The location shall be automatically	C		
605	The web-based interface shall allow users to select the routes and stops of their choice	C		
606	The web-based interface shall provide the ability to zoom in/out and pan the map.	C		
607	The vehicles shall be shown using a distinct icon approved by the transit agency and also	C		
608	Clicking on a vehicle icon must show the current status of the vehicle (early/late/on-	C		
609	Clicking on a stop icon shall display arrival times for the next three buses for each route	c		
610	The system shall provide the transit agencies the ability to publish any service alerts on	c		
611	***2.6.11.4 Real-time Information Alerts***			
612	The system shall provide real-time information alerts to the transit agencies customers based on their preferences. Customers shall be able to subscribe or unsubscribe to this service as desired. Also, the system shall allow them to configure their preferences for	c		
613	The system shall automatically notify customers of the real-time status of buses at a specific stop on a requested route and direction. The notification will be made in the	c		
614	The notification service shall alert customers about real-time status of the last bus of the	c		
615	***2.6.11.5 Administrator Interface***			
616	The web service system shall provide system administration functions sufficient to manage the required functionality. The Contractor shall provide sample screen shots and a high-level diagram of major menu options and administrative tools provided as part of	C		
617	The appropriate security shall be in place to manage access to the system, including the	C		
618	a) Support for multiple security and access levels; and	C		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM or where the requirement is exceeded)	Proposal Reference (Section No. & Page No.)
619	b) Applying different security levels to specific users.	C		
620	Functions for editing, similar to those found in most Windows applications, shall be provided. These functions include drop down, fast-key, and "right-click" selections for	C		
621	***2.6.11.6 Usage Data Collection and Reporting***			
622	The web service system shall collect all customer query data and provide reports for administrative purposes.	CM	Administrator interface does not provide these reports since many off-the-shelf and free web apps exist such as Google Analytics that can provide this functionality and	
623	The proposed system shall allow a system administrator to generate reports for specific	CM	See comment for 622	
624	a) Number of total incoming queries, by route, direction and stop;	CM	See comment for 623	
625	b) Web analytics data for each web service visit, including the sequence of web pages	CM	See comment for 624	
626	The proposed web service support tools shall allow the system administrator the capability to generate the above reports by the following selectable periods: hourly,	CM	See comment for 625	
627	**3 Project Implementation**			
628	***3.1 General***			
629	The Contractor shall, for all deliverables, include the filename in the document footer	C		
630	The Contractor shall prepare all deliverables in both Microsoft Office (Word, Excel or PowerPoint) and Adobe PDF formats, with the transit agency granted full rights to	C		
631	***3.2 Project Management***			
632	**6.2.1 Project Status Tracking**			
633	The Contractor shall prepare a System Implementation Plan (SIP), including the detailed	C		
634	The Contractor shall also include a Safety Management Plan in their SIP, which shall detail their responsibilities and procedures for safety during the different phases of the project, including (1) conducting pre-installation surveys to identify potential project safety hazards; (2) identifying project hazard control procedures, including occupational (worker) and public hazards; (3) providing project safety orientation and training to its subcontractors and the transit agency staff who will be involved in the project; and (4)	C		
635	The initial draft of the SIP shall be provided to to the transit agencies within two weeks	C		
636	The revised SIP, addressing comments from the first onsite meeting, shall be provided to	C		
637	The SIP must be approved and accepted by the transit agency before it can become	C		
638	An updated SIP shall be submitted to the transit agencies at the beginning of each	C		
639	The Contractor shall maintain an Action Items List (AIL), indicating for each item the following: (1) item number; (2) date generated; (3) brief item descriptive title; (4) assigned person with lead resolution responsibility; (5) date resolved; and (6) ongoing	C		
640	The AIL shall be sorted, primarily by unresolved vs. resolved items and secondarily by the	C		
641	**3.2.3 Weekly Conference Calls**			
642	The Contractor shall participate in weekly conference calls with the transit agency Project Manager, other the transit agency staff and outside consultants as determined	C		
643	The agenda for these meetings will be to discuss the most current status of and plans	C		
644	The transit agency reserves the right to identify for discussion any additional issues	C		
645	A status report shall be issued to the transit agency at least two days prior to each conference call, including (1) an agenda for the upcoming conference call highlighting key discussion items; and (2) an updated AIL with the updates incorporating the discussions of the previous bi-weekly conference call as well as other subsequent	C		
646	The Contractor shall be represented in these conference calls by at minimum their Project Manager, as well as any additional Contractor staff necessary to properly address	C		
647	The transit agency will be represented by their designated implementation management	C		
648	Conference call facilities will be arranged and paid for by the Contractor.	C		
649	The Contractor shall submit minutes within two days of each conference call.	C		
650	**3.2.4 Minimum Required Onsite Work**			

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM or where the requirement is exceeded)	Proposal Reference (Section No. & Page No.)
651	At the first onsite meeting, the Contractor shall be prepared to discuss the transit agencies feedback on draft SIP and conduct Requirements Review.	C	Avail shall follow our standard proven project methodology which closely follows the model outlined in these requirements, with one exception: we strongly believe the first onsite meeting should be a "kickoff" meeting to introduce the team, meet the customer, talk to the stakeholders, monitor operations, and in general simply get to learn more about you BEFORE we get too involved in the project. Avail's experience is that taking this extra bit of time to learn more about each other and to make sure we are on the same page right out of the gate will pay huge dividends later in the project, and for us	
652	At the second onsite meeting, the Contractor shall be prepared to discuss the transit agencies feedback on draft Design Review documentation	C		
653	During the third and subsequent onsite efforts, the Contractor shall install system and conduct acceptance testing. These onsite installation and testing efforts will occur over an extended period, and will likely involve several different onsite trips and a range of	C		
654	**3.2.5 Invoicing**			
655	The Contractor shall only submit an invoice once a fully-signed Acceptance Certificate is generated by the transit agency indicating that a progress payment milestone has been achieved	C		
656	The transit agency will withhold 10% retainage on each invoice. Upon acceptance by the transit agency of each stage of the project, the total retainage for that stage will be paid to the Contractor	C	Avail has provided payment milestones in our price proposal that build in the 10% retainage to be paid at completion of system acceptance testing	
657	***3.3 Design Review***			
658	The Contractor shall participate in the Requirements Review (RR), as part of the first onsite meeting. The RR meeting shall discuss, for each contract requirement, the following: (1) the transit agency design intent; (2) the intended Contractor design approach; and (3) the general Contractor approach to demonstration through the	C		
659	The Contractor shall submit draft Design Review Documentation (DRD) within four weeks of the RR meeting	C		
	The DRD shall include the following materials: (1) an overview of the equipment, system and configuration proposed for implementation; (2) detailed technical documentation for each equipment item; (3) detailed technical documentation on all software, addressing the functions of each module, the format of all user interface screens, the format of all reports, the data fields to be included in all data exchange interfaces and any other software aspects warranting advance agreement with the transit agency prior to system customization/configuration; and (4) a table detailing the approach taken in the design to address individual contract requirements for which	C	Avail shall provide our design documentation following our standard Preliminary and Critical Design Package templates which we believe meets the intent of this requirement	
661	The second onsite meeting will include discussions with the transit agency on their feedback on the DRD, and shall occur within four weeks after the draft DRD has been submitted	C		
662	The Contractor shall submit the updated DRD within three weeks of the second onsite meeting	C		
663	The DRD is intended only to reduce the chance of any misunderstandings on the design intent or interpretation of the contract requirements. The DRD shall not alter the need for the successful formal demonstration of each requirement through the Acceptance	C		
664	The Contractor shall submit Installation Design Documentation (IDD), for the transit agencies approval prior to undertaking any installations	C		
665	The IDD shall provide text, drawings, illustrations and images using adequate detail to allow for quality installation by a technician without further training in conjunction with other installation instructions provided by the vendors of individual equipment	C		
666	The IDD shall include details on (1) equipment installation locations/mounting; (2) routing, conductors, color-coding, labeling, and connectors for power, communications and vehicle ground circuits; (3) connections with, any required modifications to and restoration of existing infrastructure; (4) work area and equipment storage requirements (5) methods and quality standards; and (5) supervision and quality assurance	C		
667	***3.4 Acceptance Testing***			
668	The Contractor shall submit an Acceptance Test Procedures document (ATP), for the transit agencies approval prior to undertaking any testing	C		
669	The ATP shall clearly address: (1) how each testable specification requirement will be demonstrated, including the method for performing the test; (2) the results that will constitute success for each test; (3) responsibilities of both Contractor and the transit agencies representatives during each test; and (4) a cross-reference to which contract	C		
670	The ATP shall include an updated RM from the DRD, to include the test stage at which each contract requirement will be demonstrated; and a cross-reference to the test procedure(s) that test and demonstrate each requirement	C		
	The ATP shall be submitted to the transit agency at least three weeks in advance of any intended testing	C		
672	The ATP shall incorporate the following distinct testing stages for each deployment stage: (1) Factory Testing (FT); (2) Installation Testing (IT); (3) System Testing (ST); and (4) Burn-In Testing (BT)	C		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM or where the requirement is exceeded)	Proposal Reference (Section No. & Page No.)
673	FT shall be completed before the equipment and software is shipped to the transit agency for installation, and deficiencies shall be rectified before shipping to the transit	C		
674	FT shall be witnessed by the transit agencies representatives (transit agency staff and/or designated support consultants)	C		
675	IT shall be completed after each installation, and deficiencies shall be rectified before the initiation of ST	C		
676	IT may be witnessed by the transit agency representatives.	C		
677	ST shall be completed after the entire system for each deployment stage has been installed, and deficiencies shall be rectified before the initiation of BT	C		
678	ST shall include the testing of all spare components.	CM	Spares are tested before being shipped to the facility and are not part of the ST	
679	ST shall be witnessed by the transit agency representatives.	C		
680	BT shall involve revenue service use of the system over a 30-day period after the completion of ST for each deployment stage, and deficiencies shall be rectified before	C		
681	the transit agency may authorize the Contractor to proceed to the next testing stage with certain deficiencies not yet resolved	C		
682	The Contractor shall provide written notice to the transit agency at least five days in advance of any testing, indicating the specific tests to be completed as well as the date,	C		
683	The Contractor shall be required to reschedule testing if the transit agencies witnessing representatives cannot be present or if other circumstances prevent testing from taking	C	Avail will coordinate with appropriate personnel to meet changes to the schedule. We simply ask that notification	
684	The Contractor shall provide written Test Results Documentation (TRD) within one week of completing each stage of testing	C		
685	The TRD shall document the results of each ATP procedure and provide an updated RM that indicates which contract requirements have been demonstrated	C		
686	The TRD must be approved before the transit agency will grant SA for a deployment stage	C		
687	SA will not be granted for a deployment stage until all contract requirements have formally demonstrated through AT	c		
688	The RM shall be used as a "punch list" to track which requirements have not yet been demonstrated at each stage of testing	c		
689	A requirement classified as having been "demonstrated" during a certain AT stage can be subsequently redefined as having been "not demonstrated" if compliance issues	c		
690	***3.5 Documentation and Training***			
691	**3.5.1 General**			
692	All documentation and training must be completed before the transit agency will allow equipment installation	CM	We must install equipment and pilot vehicles for route validation	
693	**3.5.2 Training**			
694	The Contractor shall provide training courses for at least:	C		
695	a) Equipment installers/maintainers;	C		
696	b) Trainers for vehicle operators;	C		
697	c) Users of the scheduling/dispatch software;	C		
698	d) Users of the CAD/AVL software;	C		
699	e) Users of maintenance software;	C		
700	f) Customer service staff; and	C		
701	g) Applications/systems administrators.	C		
702	The actual number of each of above categories of trainees will be provided by individual agencies	C		
703	The Contractor shall provide all training materials in both Microsoft Office and Adobe PDF formats on compact disc (CD) or digital videodisc (DVD) with a permission to	C		
704	The Training Plan (TP), including the training schedule and course outlines, must be provided to the transit agency for review at least three weeks in advance of the start of	C		
705	The TP must be approved by the transit agency before the start of training.	C		
706	The Contractor shall furnish all special tools, equipment, training aids, and any other materials required to train course participants, for use during training courses only	C	ACT must provide space for training	
707	The instructors shall demonstrate a thorough knowledge of the material covered in the courses, familiarity with the training materials used in the courses, and the ability to	C		
708	If any instructor is considered unsuitable by the transit agency, either before or during the training, the Contractor shall provide a suitable replacement within five business	C		
709	The Contractor shall provide brief refresher versions of each training course to the original trainees between three to six months after SA for each deployment stage at no	C		
710	The Contractor shall provide additional training to the original trainees after SA for each deployment stage at no additional cost if major modifications are made to the system after the initial training due to system upgrades or changes made under warranty; and/or SA occurs at least three months after the completion of training, due to delays	C		
711	**3.5.3 Manuals**			
712	The Contractor shall provide an As-Built Document (ABD) to the transit agency at the completion of each deployment stage	C		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM or where the requirement is exceeded)	Proposal Reference (Section No. & Page No.)
713	The ABD shall include: (1) an inventory of all components supplied including supplier, model number, serial number and installation location; (2) an inventory of all spare parts supplied including supplier, model number, serial number and storage location; (3) all reference and user manuals for system components, including those components supplied by third parties; (4) all warranties documentation, including that for components supplied by third parties; (5) a diagram indicating the as-built interconnections between components; and (6) the version number of all software	C		
714	The Contractor shall provide Maintenance Manuals (MM) documenting (1) how the system components were installed; (2) how to install and configure spare components; and (3) the schedule/procedures for preventative maintenance, inspection, fault diagnosis, component replacement and warranty administration on each system	C		
715	The Contractor shall provide User Manuals (UM) for the fixed-route dispatchers, documenting use of all functions of the software	C		
716	The Contractor shall provide Vehicle Operator Manuals (OM) for fixed-route documenting use of the MDCs and on-board equipment	C		
717	The Contractor shall provide a Systems Manuals (SM), documenting (1) the configuration and topology of central systems hardware and software; (2) central systems software functions and operations; (3) scheduled maintenance required for the central systems;	C		
718	The vendor must provide disaster recovery documentation highlighting how system can function and prevent any data loss in the event of a natural disaster or other unexpected	C		
719	**4 Warranty**			
720	***4.1 General***			
721	The warranty period for each deployment stage shall run concurrently for all system components, from their date of installation through to two years from the date of SA.	C	The warranty period for each deployment phase shall run concurrently for all system components, from date of	
722	The Contractor shall offer an option to extend the warranty period for each deployment stage for one, two or three additional years. The Contractor shall document any	R		
723	The Contractor shall warrant that it has reviewed and evaluated all information furnished by the transit agency and has made all inquiries necessary such that the Contractor is fully aware of the transit agencies business requirements and intended uses of system, as set forth or referenced in the Request for Proposals and any Addenda,	C		
	The Contractor shall warrant that the system satisfies the foregoing requirements in all material respects and will be fit for such intended uses	C		
725	The Contractor shall warrant that the design, materials, construction, software and workmanship of the equipment shall reflect the intended use of the equipment as a	C		
726	The Contractor shall warrant that equipment and software, including the initial supply of spare components, (1) are free from defects in design, material and workmanship, and shall remain in good working order, and (2) function properly and in conformity with this	C		
727	The Contractor shall warrant that the documentation provided shall completely and accurately reflect the operation and maintenance of the equipment and software, and provide the transit agency with all information necessary to maintain the system.	N	Documentation is not warranted and is a combination of off the shelf manuals per delivered products and custom documents specific to ACT as needed (i.e. vehicle install manuals, system design package, etc) See deliverables list	
728	If there is a change in the production configuration of any equipment or software being installed prior to SA, the transit agency may require that all previously installed	C		
729	The Contractor shall warrant compliance with all applicable laws and regulations relating to the project	C		
730	The Contractor shall warrant that its employees, agents and Subcontractors assigned to perform services under this contract shall have the proper skill, training and background to perform in a competent and professional manner and that all work will be so	C		
731	During the warranty period, the Contractor shall, at no cost to the transit agency, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the system in accordance with the warranty.	CM	During the warranty period, the Contractor shall, at no cost to the ACT, furnish such materials, labor, equipment, software, documentation, services and incidentals as are necessary to maintain the system in accordance with the warranty as defined by the terms in Avail's Warranty and	
732	The Contractor shall provide any software updates and patches for the current software version at no cost to the transit agency during the warranty period	C	Avail provides bug fixes and periodic software updates based on release cycle as needed	
733	In addition to the foregoing warranties, the Contractor shall assign to the transit agency, and the transit agency shall have the benefit of, any and all Subcontractors', Suppliers', and Vendors' warranties and representations with respect to the deliverables provided.	C		
734	In its agreements with Subcontractors, Suppliers and Vendors, the Contractor shall require that such parties (1) consent to the assignment of such warranties and representations to the transit agency; (2) agree that such warranties and representations shall be enforceable by the transit agency in its own name; and (3) furnish	C		
	The Contractor shall provide a single point of contact for all warranty administration during the warranty period	C		

Ref No.	Requirement	Proposed Compliance Status (C/N/CM)	Proposed Modified Requirement Text (required for CM or where the requirement is exceeded)	Proposal Reference (Section No. & Page No.)
736	The Contractor shall warrant that the transit agency shall acquire permanent title to all equipment and non-proprietary software provided under the Contract, free and clear of	C		
737	***4.2 Repair or Replacement of Faulty Components***			
738	During the warranty period, the Contractor shall repair or replace any faulty components, with the cost included in the warranty price. the transit agency will ship each faulty component to the Contractor, who shall return a new or repaired component within one week of originally receiving it.	CM	During the warranty period, the Contractor shall repair or replace any faulty components, with the cost included in the warranty price. ACT will ship each faulty component to the Contractor, who shall return a new or repaired component according to the terms defined in Avail's	
739	If the Contractor determines that a returned component is not faulty, the transit agency shall receive the original component back in working order within two days of the Contractor originally receiving the returned component.	CM	If the Contractor determines that a returned component is not faulty, ACT shall receive the original component back in working order according to the terms defined in Avail's	
740	All components received back at the transit agency from the Contractor will be tested in accordance with the original ATP, and returned to the Contractor if faulty accompanied	acknowledge		
741	The Contractor shall pay all shipping charges to and from the transit agency, and any duties associated with the repair or replacement of faulty units.	CM	The Contractor shall pay all shipping charges to ACT, and any duties associated with the repair or replacement of	
742	Returned or replaced spare components shall be packaged, organized and labeled in the same manner as the original supply of spare components	C		
743	***4.3 System-wide Replacement***			
744	If at least 25% of a given component requires repair or replacement within the two-year warranty period, the component shall be deemed to warrant system-wide replacement.	C	We have never had a 25% failure rate with any component within our system ever. However, Avail stands behind our equipment and if this type of failure rate would occur we would work with ACT to resolve the issue	
745	System-wide replacement shall require the Contractor to replace all units of the suspect component throughout the system, whether or not they have exhibited any fault	C		
746	Even if the system-wide replacement activity extends beyond the end of the two-year warranty period, the Contractor shall be obligated to complete it if the need was	C		
747	***4.4 Spare Components***			
748	The Contractor shall provide an initial supply of spare components to the transit agency for all installed hardware (e.g., MDC and data modem), with a quantity of at least 10% of	C		
749	The proposal shall include a list of the spare components and quantities to be provided, including manufacturer, model numbers and unit prices. At any time during the warranty period, the transit agency shall have the option to purchase additional spare	C		
750	Spare components shall be delivered to the transit agencyalready organized and labeled such that they can be readily identified and found. The organization and labeling must	C		
751	Spare components shall be packaged to protect their reliability, including providing for them to be identified, inspected, stored for long periods, and endure multiple	C		
752	Additional spare components purchased during the warranty period shall be packaged, organized and labeled in the same manner as the original supply of spare components,	C		
753	***4.5 Technical Support***			
754	Software support during the warranty period shall include technical support for all hardware and software, with a 24x7 support line, as well as providing, licensing, installing and integrating all released software patches and updates.	CM	Avail has not proposed 24/7 support based on ACT's current schedules. Avail does provide this level of support and we can discuss the option during contract	
755	The Contractor shall provide the ability for remote access to the central software using a Virtual Private Network (VPN) connection or an approved alternate secured remote	C		
756	The Contractor shall provide one day of onsite followup analysis, including a written report on the findings of this analysis, on how the system is being used and training. This followup support effort shall be completed no earlier than 9 months but no later than two years after the system acceptance.	C	Avail has included in our proposal our standard follow-on technology adoption support which includes a follow up visit at approximately 3-4 months after the System Acceptance and then remote training and support to	
757	The Contractor shall arrange for support from one or more qualified firms to be available on a four-hour response basis, when needed by the transit agency to assist with fault diagnosis or component replacement.	CM	Avail's experience is that our training combined with our remote phone and debug support will provide ACT maintenance staff with more than enough knowledge to perform any fault diagnostics and component replacement necessary. In the rare occurrence that additional onsite support is needed, this can be addressed	
758	The proposal shall include a list of the support firms, their support responsibilities and the response arrangements	C		
759	If a support firm does not respond within the agreed response timeframe, or when a support firm is not able to provide the needed support, the Contractor shall provide during the warranty period supplementary support in accordance with an agreed escalation procedure. The escalation procedure can initially involve telephone support, but must culminate in the Contractor providing on-site support if needed. The proposal	C		

Exhibit "C"

FEDERAL TRANSIT ADMINISTRATION (FTA)
GRANT COMPLIANCE REQUIREMENTS FOR Catalogue of Federal Domestic Assistance (CFDA) 20.507/20.500

Box is Checked If Applicable

X if Applicable	Contract Clause	Form if Signature Required
X	1. Fly America Requirements	
X	2. Buy America Requirements	Exhibit "F"
	3. Charter Bus and School Bus Requirements	
X	4. Cargo Preference Requirements	
	5. Seismic Safety Requirements	
X	6. Energy Conservation Requirements	
X	7. Clean Water Requirements	
	8. Bus Testing	
	9. Pre-Award and Post Delivery Audit Requirements	
X	10. Lobbying	Exhibit "G"
X	11. Access to Records and Reports	
X	12. Federal Changes	
	13. Bonding Requirements	
X	14. Clean Air	
X	15. Recycled Products	
	16. Davis-Bacon and Copeland Anti-Kickback Acts	
X	17. Contract Work Hours and Safety Standards Act	
	18. [Reserved]	
X	19. No Government Obligation to Third Parties	
X	20. Program Fraud and False or Fraudulent Statements	
X	21. Termination	
X	22. Government-Wide Debarment and Suspension	Exhibit "D"
X	23. Privacy Act	
X	24. Civil Rights Requirements	
X	25. Breaches and Dispute Resolution	
	26. Patent and Rights in Data	
	27. Transit Employee Protective Agreements	
X	28. Disadvantaged Business Enterprises	Exhibits "H" & "I"
	29. [Reserved]	
X	30. Incorporation of Federal Transit Administration	
	31. Drug and Alcohol Testing	
X	32. ADA Access	
X	33. ITS Standards	

Certificates requiring signature must be completed and submitted at time of bid submittal to be considered for award.

The services performed by the awarded Contractor shall be in compliance with all applicable FTA regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project.

A discussion of each of the applicable clauses checked in the chart above follows:

1. FLY AMERICA REQUIREMENTS 49 U.S.C. § 40118

41 CFR Part 301 -10

Applicability to Contracts The Fly America requirements apply to the ***transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S.,*** or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Fly America Requirements The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS 49 U.S.C. 5323(j)

49 CFR Part 661

Applicability to Contracts: The Buy America requirements apply to the following types of contracts: ***Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than $100,000).***

Flow Down: The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The $100,000 threshold applies only to the ***grantee contract, subcontracts under that amount are subject to Buy America.***

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

See Exhibit "F" for form.

4. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241

46 CFR Part 381

Applicability to Contracts: The ***Cargo Preference*** requirements apply to all contracts involving ***equipment***, ***materials, or commodities which may be transported by ocean vessels.***

Flow Down: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

6. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Applicability to Contracts: The ***Energy Conservation requirements are applicable to all contracts.***

Flow Down: The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts: The Clean Water requirements apply to each ***contract and subcontract which exceeds $100,000.***

Flow Down: The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

10. LOBBYING

31 U.S.C. 1352 49 CFR Part 19 49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to ***Construction/Architectural and Engineering/Acquisition of Rolling Stock/ Professional Service Contract/Operational Service Contract/Turnkey contracts.***

Flow Down: The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1 352. Such disclosures are forwarded from tier to tier up to the recipient.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

See Exhibit "G" for form.

11. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down: FTA does ***not require the inclusion of these requirements in subcontracts***.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, ***a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.***

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non¬profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 1 8.39(i)(1 1).

12. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to ***all contracts.***

Flow Down: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

14. CLEAN AIR

42 U.S.C. 7606 et seq

40 CFR 15.61

49 CFR Part 18

Applicability to Contracts: The Clean Air requirements apply to ***all contracts exceeding $100,000***, including indefinite quantities where the amount is expected to exceed $100,000 in any year.

Flow Down: The Clean Air requirements flow down to all subcontracts which exceed $100,000.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to ***all contracts for items designated by the EPA, when the purchaser or contractor procures $10,000 or more of one of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds.*** New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases $10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was $10,000.

Flow Down: These requirements flow down to all to all contractor and subcontractor tiers.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over $2,000 or **non-construction contract to which the Act applied over $2,500** (and language to that effect is still found in 49 CFR 1 8.36(i)(6)), ***the Act no longer applies to any "contract in an amount that is not greater than $100,000.***" 40 USC 3701 (b)(3) (A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non- construction projects that employ "laborers or mechanics on a public work." These non- construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below. The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages – Los Alamos County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to ***all contracts***.

Flow Down: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to ***all contracts***.

Flow Down: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.1 F

Applicability to Contracts: ***All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of $10,000*** shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. ***(For contracts with nonprofit organizations and institutions of higher education the threshold is $100,000.)*** In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down: The termination requirements flow down to all contracts in excess of $10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to ***all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services***. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Los Alamos County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to

remedies available to Los Alamos County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

See Exhibit "D" for form.

23. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements ***apply to all contracts***.

Flow Down: The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts: The Civil Rights Requirements apply to ***all contracts***.

Flow Down: The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1 F

Applicability to Contracts: ***All contracts in excess of $100,000*** shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by

agreement of the parties shall be decided in writing by the authorized representative of

(Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program ***applies to all DOT-assisted contracting activities***. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, 49 Code of Federal Regulations, Part 26, Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs. The New Mexico Department of Transportation (NMDOT) goal for participation of Disadvantaged Business Enterprises (DBE) for transit projects is 3.9%. A separate contract goal has not been established for this procurement.
b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **Los Alamos County** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
c. The successful bidder/proposer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Los Alamos County. In addition, the contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this contract is satisfactorily completed.
e. The contractor must promptly notify **the Parties**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **the Parties**.

   Subcontractor Payment Report –Once a contract is awarded, the selected vendor shall submit Subcontractor Payment Reports to comply with monitoring requirements of 49 CFR 26.

   DBE Directory – the bidder/proposer may use the online DBE directory, **https://nmdot.dbesystem.com** to locate ready, willing, and able DBE's to perform sub-contractor work or sub-consultant work on USDOT assisted contracts.

See Exhibits "H" & "I" for DBE forms.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1 F

Applicability to Contracts: The incorporation of FTA terms applies to ***all contracts***.

Flow Down: The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

32. ADA Access 49 U.S.C. §5301

Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, and any subsequent amendments to these laws or other laws pertaining to access for individuals with disabilities to the extent applicable.

33. ITS Standards

5206(e)

Section 5206(e) of the Transportation Equity Act for the 21st Century, Public Law 105-178, 112 Stat. 547, pertaining to conformance with the National Intelligent Transportation Systems Architecture and Standards.

All ITS projects funded with Mass Transit Funds from the Highway Trust Funds shall use applicable ITS standards and interoperability tests that have been officially adopted through rulemaking by the United States Department of Transportation (US DOT).

"FTA National ITS Architecture Consistency Policy for Transit Projects, Additional Grantee Guidance," is intended to provide additional clarification and to highlight resources that are available. This document will be made available to proposers upon request.

Exhibit "D"

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

(1) I or We, Avail Technologies, Inc. (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:

(a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;

(b) have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;

(c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.

(2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.

(3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.

(4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

5/13/2013
Date

Authorized Representative's Signature

Jeffrey B. Pogue
Print Name

Vice President, Operations
Print Title

Exhibit "E"

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of item/s provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Contract**" means any agreement for the procurement of items of tangible personal property, item/s, professional item/s, or construction.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable made to the following - COUNTY COUNCILORS: : Peter Sheehey; Kristin Henderson; Frances Berting; Steve Girrens; David Izraelevitz; Geoff Rodgers; and Rick Reiss.

Contribution Made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size)

_____ _____

Signature Date

_____

Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ 5/13/2013

Signature Date

Vice President, Operations

_____

Title (position)

Exhibit "F"

Buy America Certification

A bidder or proposer must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA -funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.
Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or proposer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 5/13/2013 Signature _____

Company Name Avail Technologies, Inc. Title Vice President, Operations

Certificate of Non-Compliance with 49 U.S.C. 5323(j) (1)
The bidder or proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____ Signature _____

Company Name _____ Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.
Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C). The bidder or proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date 5/13/2013 Signature _____

Company Name Avail Technologies, Inc. Title Vice President, Operations

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____ Signature _____

Company Name _____ Title _____

Exhibit "G"

CERTIFICATION REGARDING LOBBYING - 49 CFR PART 20
(To be submitted with each bid or offer exceeding $100,000)

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official Jeffrey B. Pogue

Name and Title of Contractor's Authorized Official Jeffrey B. Pogue / Vice President, Operations

Date 5/13/2013

Exhibit "H"

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORM

The undersigned bidder/proposer has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_X_ The bidder/proposer is committed to a minimum of 3.9% DBE utilization on this contract.

_____ The bidder/proposer (if unable to meet the NMDOT DBE goal of 3.9%) is committed to a minimum of _____% DBE utilization on this contract and will submit documentation demonstrating good faith efforts.

Name of bidder/proposer's firm: Avail Technologies, Inc.

State Registration No. 28-56161

By _____ Vice President, Operations
Signature Title

Exhibit "I"

DBE LETTER OF INTENT

Name of bidder/proposer's firm: Avail Technologies, Inc.

Address: 2026 Sandy Drive

City: State College State: PA Zip: 16803

Name of DBE firm: ESP Enterprises, Inc.

Address: 10963 Cutten Rd, B101

City: Houston State: TX Zip: 77066

Telephone: 281-444-2377

Description of work to be performed by DBE firm:

CAD/AVL Vehicle Installations

The bidder/proposer is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is $ 66,388 / 6.35%.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____ President
(Signature) Title

If the bidder/proposer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

New Mexico DEPARTMENT OF TRANSPORTATION

March 12, 2013

Steve Phelan
ESP Enterprises, Inc.
10963 Cutten Rd., Suite B 101
Houston, TX 77066

Dear Steve Phelan:

CONGRATULATIONS! The New Mexico Department of Transportation (NMDOT) Office of Equal Opportunity Programs (OEOP) is pleased to inform you that your firm has been approved for certification as a Disadvantaged Business Enterprise (DBE) with the New Mexico Unified Certification Program (NMUCP) and the NMDOT's DBE Program in accordance with 49 CFR Part 26 as amended. Your firm is certified under the NAICS Codes listed below, effective March 12, 2013.

(Type of Work)
NAICS-517919: OTHER TELECOMMUNICATIONS

49 CFR Part 26 requires that ***you must provide to NMDOT, every year on the anniversary date of your certification, an affidavit (Form A-1147) affirming that there have been no changes in the firm's circumstances that affect its ability to continue to meet DBE eligibility requirements. This form must be accompanied by a current Personal Net Worth statement (Form A-1146) for each owner claiming disadvantaged status, and the previous year's business and personal taxes (for each DBE owner).***

These forms may be accessed at **http://www.dot.state.nm.us.** This office may send a courtesy reminder(s) to DBE firms prior to the renewal date; however, it is the responsibility of the majority DBE owner(s) to ensure the renewal package is received by the NMDOT OEOP no later than the anniversary date of your certification. Failure to do so could result in your firm being removed from the NMDOT DBE Directory and, in addition, is cause for decertification proceedings by this office pursuant to 49 CFR 26.109(c). The NMDOT reserves the right to reevaluate a firm's certification status at anytime that they determine such reevaluation is warranted.

Additionally, if at any time there is a change in circumstances, during the course of your firm's certification period that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to NMDOT within thirty (30) days of the occurrence of change. ***Business address, telephone numbers and email address changes must also be reported.*** Failure to provide these changes may result in your firm being removed from the NMDOT DBE Directory and is cause for decertification proceedings by this office pursuant to 49 CFR 26.109(c).

The NMDOT DBE Directory is used by prime contractors/consultants as well as other agencies to solicit participation of DBE firms. The DBE Directory can be accessed at **http://www.dot.state.nm.us**.

Thank you for your participation in the NMUCP and NMDOT Disadvantaged Business Enterprise certification program. For further information or assistance please contact NMDOT, Office of Equal Opportunity Programs Bureau at (505) 827-1774 or toll free at 1-800-544-0936.

Sincerely,

Geanette Garcia
NMDOT DBE Certification Officer
New Mexico Department of Transportation
Office of Equal Opportunity Programs

Certificate of Registration

This is to certify that:

ESP Enterprises, Inc.

is registered as a Disadvantaged Business Enterprise with the
New Mexico Department of Transportation (NMDOT)
Disadvantaged Business Enterprise (DBE) Program
& New Mexico Unified Certification Program (NMUCP)

And is therefore so recognized as certified beginning on March 12, 2013

In accordance with 49 CFR Part 26 as amended, for continued DBE certification, an Annual Affidavit, Personal Net Worth statement, and the previous year's federal business and personal taxes must be submitted by the DBE owner(s) to NMDOT on or before the anniversary date.

CERTIFICATE NO. 13-03-474

CERTIFICATION REVIEW OFFICER

Exhibit "C" - Federal Clauses - AGR14-4014

Exhibit "D"
AGR14-4014

Confidential Information Disclosure Statement

The Incorporated County of Los Alamos and the North Central Regional Transit District, hearafter also referred to as "the Parties" are governmental entities subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act (1978) NMSA §§14-2-1, et seq. Nothing in this agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between the Parties and Contractor. The Parties and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

   Contractor: _____

   County: _____

   NCRTD: _____

2. Definitions:

   a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified as confidential.
   b) **Discloser** - the party disclosing Confidential Information.
   c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
   d) **Recipient** – the party receiving Confidential Information.

3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates will protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the confidential information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

4. Termination - (i) Except as provided in subparagraph (ii) following, upon termination for any reason of the above referenced Agreement, Recipient shall return or destroy all Confidential Information received on behalf of the Discloser. This provision shall apply to Confidential Information that is in the possession of subcontractors, agents, or associates of Recipient. (ii) If Recipient determines that returning or destroying Confidential Information is not feasible, Recipient shall provide to Discloser written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the Confidential Information is not feasible, Recipient shall extend the protections of this Confidential Information Disclosure Statement to such Confidential Information and shall limit further uses and disclosures of such Confidential Information to those purposes that make the return or destruction infeasible, for so long as Recipient maintains such Confidential Information. (iii) The respective rights and obligations of Recipient under this paragraph shall survive the termination of the Agreement of the parties to which this Confidential Information Disclosure Statement attaches.

5. Choice of Law – Without regard to conflict of law provisions, this Statement is governed by and shall be construed in accordance with the laws of the State of New Mexico.

6. Miscellaneous – Except as otherwise provided in the above-referenced agreement Between the Parties and Contractor, all Confidential Information provided under the above referenced Agreement is proprietary in nature and belongs to and shall inure to the benefit of the Discloser. Recipient shall not acquire any patent, copyright, mask work, or trademark rights under this Statement. This Statement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, service, or product; does not create any agency or partnership relationship; may be added to or modified only in a writing signed by both parties, supersedes all oral or implied agreements concerning Confidential Information; and may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.

7. Indemnity – Contractor shall indemnify, hold harmless, and defend the Parties, their Council Members or Board Members, employees, agents, and representatives, from and against all liabilities, damages, claims, demands, actions (legal and equitable), and costs and expenses, including without limitation reasonable attorney's fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof or the performance of Contractor's employees, agents, representatives, and subcontractors.

Signed this __ day of _____, 20__

Contractor

_____
By

_____
Title

County

_____
By

_____
Title

NCRTD

_____
By

_____
Title

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: July 12, 2013
Agenda Item – E

Title: Review and Discussion of Compensation and Classification Study and Possible Action

Prepared By: Anthony J. Mortillaro, Executive Director

Summary: Mike Swallow from Personnel Systems and Services the company that conducted the Compensation and Classification Study will be presenting the results of study. This discussion will only focus on the non-represented positions. A closed session is scheduled to discuss the study results as it pertains to the represented positions and preliminary discussions for purposes of collective bargaining. The Finance Subcommittee also reviewed the study results and discussed in closed session the data related to collective bargaining at their meeting on June 28th and July 12, 2013. A Finance Subcommittee recommendation will be verbally presented at the meeting.

Background: The current salary plan was created in 2007 by Personnel Systems and Services, a company that provides Human Resources and Management Consulting. The plan was subsequently adopted by the Board on October 5, 2007. The pay plan was developed through a job classification and analysis, an evaluation of internal equity, and a market survey and analysis. Since its adoption, nearly six years have transpired and the compensation rates have not been adjusted nor has a market survey and analysis been conducted to ascertain the market competitiveness of the NCRTD's compensation rates. In light of this fact, the Board approved and authorized the Executive Director to retain the services of a consulting firm to undertake an update of the existing Compensation and Classification plan and District practices. The firm of Personnel Systems and Services was selected after a competitive RFP process was conducted in January 2013. The results of the study are attached hereto.

Recommended Action: Staff will present a variety of options for the Board to consider as it relates to the study recommendations. In addition direction from the Board as it relates to collective bargaining negotiations will be discussed in the closed session.

Options/Alternatives:

1. Take no action; or
2. Adopt the recommendations; or
3. Not adopt the recommendations and provide further direction to staff.

Fiscal Impact: The FY 14 budget contains sufficient funding for a 3.5% compensation adjustment including the cost for pay indexed benefits. The FY 14 budget does not contain funds for implementation of the study results as maybe adopted by the Board, since at the time of budget development the results were not known. However, the alternatives to be presented by the staff will provide a fiscal impact analysis and funding alternatives based upon the Board's direction.

Attachments:

- Compensation and Classification Study with exclusions of material related to preliminary discussions related to Collective Bargaining.

Personnel™ Systems & Services

June 12, 2013

Mr. Anthony J. Mortillaro
Executive Director
1327 Riverside Drive
Española, NM 87532

Dear Mr. Mortillaro:

It is with pleasure that I present you with the final report of your classification and compensation study. This completes the major phases of the original scope of consulting services contracted, which includes: job analysis, job classification and labor market analysis with formal pay plan recommendations and review of various equity issues.

I would like to thank you and your staff for your friendly cooperation and patience. The quality of this project is a reflection of your and the district's leadership as well as your commitment to management excellence and progress.

This project provides a complete compensation and classification management system. Because of organizational dynamics, and because the nature of human resource management demands change; constant attention to the use of these new tools by those who oversee and those who administer it will be essential to ensure its continued effectiveness. A key feature in the options for your new system is the "value based" internal equity methodology found within the pages of this report.

If there is anything more I can do to be of assistance, please give me a call.

I look forward to a lasting relationship.

Sincerely,

Mike Swallow
President, Personnel Systems & Services
HRM Consultant

North Central Regional Transit District

PROJECT NARRATIVE

Introduction

Pursuant to the approval given by the Executive Director and the governing Board, Personnel Systems & Services was contracted to address specific needs which included: 1) Develop and recommend a methodology for determining job values and maintaining internal equity between District jobs, 2) Conduct a labor market survey to determine the current pay practice relationship of the district among selected employers; and 3) Develop and recommend a current and competitive NCRTD pay plan.

Organization Charts

An illustration of current reporting relationships and proposed job titles for each job classification.

Policies & Procedures

This section of the report contains a model policy for compensation management, which includes methodology for pay progression through a pay plan and a program for implementing incentive and performance based recognition.

Job Descriptions

A comprehensive job analysis process was utilized which included the employee's contribution as subject matter experts. Each employee was asked to complete a multi-page job description questionnaire identifying various aspects of the job, including: a list of essential function, required knowledge skills and abilities, reporting relationships, decision making functions, supervisory responsibilities and work environment. Upon completion, the employee's supervisor reviewed and offered additional observations for each job. The completed questionnaires were delivered to the consultant for review in anticipation of onsite "desk" or job audits. The onsite job audits were scheduled and conducted for all employees. Jobs with multiple incumbents were represented by one or more employees currently occupying those positions. Upon completion of the job audits the consultant wrote or updated job descriptions for review and approval by management. These documents then became to "control files" for assessing the internal relations of jobs for pay determination as described below.

Job Classification & Job Analysis

This section contains the results of the internal equity evaluation. The instruments used in the process are contained here and are for the review of the NCRTD management, Board members, and all personnel. Each position within the District has been valued using the customized evaluation tool based upon the results of the "work values" survey conducted at the beginning of the study. Each employee was provided with a one-page survey where on they were asked to value or rank various factors for "importance" in setting the worth of their jobs. The average ranking of importance, with "1" being highest, for the work values are: Job Knowledge- 1.28, Responsibility- 1.79, Difficulty- 2.79 and Work Environment- 3.03,. Each of these primary values was divided into sub-elements, which were also ranked (see work value summary sheet at the end of this narrative). These rank order preferences were incorporated into the design of the point system against which all positions were valued. If questions occur as to why certain jobs are valued (assigned a pay grade) at one level and others at different levels, the explanation can be discovered in these materials. This process produced a "site validated" internal equity, or job classification system.

Job Evaluation & Internal Equity

Using the instrument developed based upon the results of the work values survey, each position was evaluated and internal relationships numerically determined. There was a strong correlation coefficient derived for the market pay line indicating that the market agreed with the pay grade assignments that resulted from the job evaluation process. The correlation coefficients for the regression lines representing market starting rates was R=.73. The correlation for the pay line representing the District's current pay practices was R=.905. This part of the analysis verified the stability and consistency with regard to internal pay relationships at the NCRTD and the market agreed with those relationships over 70% of the time.

Salary Information & Market Comparability

The salary data utilized in this market analysis was obtained from the MML "Technology Net Compensation Survey System" and direct solicitation from targeted public sector employers, including school districts. From within the established database NCRTD management identified a cross section of localities within the state with which to compare. The results of this survey were aggregated for analytical purposes and are reported under the Excel file tab labeled "Wage & Salary Information" pages 1 thru 4.

Accompanying the reported survey data is a chart illustrating the comparison of pay practices between the NCRTD and the survey group and appears in the Excel file under the tab labeled "Minimum Rate Comparison" page 6. The statistical method for deriving this comparison was regression analysis which basically returns the picture of comparing the proposed internal equity value for the jobs with the reported starting pay rates for those same jobs. Notice that the job value ratings are not converted to a pay grade. This "no pay grade" approach allows each job to stand alone based upon the market data.

The result of this regression analysis is a recommended salary schedule, which represents market parity and can be found in the "Wage and Salary Information" section of the binder, page 12. The recommended range for each grade was set according to the market regression rate and increases gradually from the lowest valued job to the highest. Notice that the range spread, the distance from the minimum to the maximum varies. It is recommended that slightly wider ranges be utilized for executive and professional jobs which are typically filled by long-term career oriented employees.

In terms of pay progression management, many organizations target a certain pay rate on their pay plan as a control rate and attempt to manage performance to allow employees to achieve between 90% to 105% of that value within some time frame (four to five years for example), called a Compa-ratio. Compa-ratio refers to the percentage which employee actual pay represents the target or control rate (often the midpoint of the pay range). Pay increases beyond the control rate/midpoint then become contingent upon exemplary performance, longevity and other specific criteria. The midpoint is generally considered as market competitive. When considering implementation options, the NCRTD may want to consider employee compa-ratios when making placement on a new pay plan. Employees who have been performing within the same job classification for three to five years should possess job competencies sufficient to justify pay which is 90%-105% of midpoint, assuming that performance is at least standard. Compa-Ratios are illustrated in the Excel file titled "Least Cost Implementation", pages 13 and 14.

As the NCRTD considers a strategy for implementation it will come down to two primary factors; 1- willingness to pay and 2- ability to pay. These two issues will be defined in relation to the market information of this study. There are four basic postures to consider when establishing the organizations pay objectives: 1- trendsetter, 2- competitive, 3-parity, and 4- comparable. To be competitive suggests a pay objective above average or parity. Comparability can still be argued when paying below parity if other aspects of the employment and compensation program (NCRTD paid benefits) strengthen the employee and management perception of "fairness".

Also included in the implementation spreadsheet is the proposed placement of all District employees on the proposed pay plan. The strategy is accomplished by placing each employee at a rate on the recommended pay range that is at least equal to his or her current rate of pay. The formula for making these assignments was created by NCRTD management. Only employees whose current rate falls below the recommended starting rate are identified for increases. At this point it becomes a management option to factor back into the implementation strategy a method for recognizing performance, time in service, job knowledge and other pertinent aspects of the employee work history.

Compensation Comparability Observation & Consideration

As mentioned above, total compensation comparability should be a consideration in the final decision-making process. As employees shop their skills in the market place they naturally assess their total marketability and the prevailing rate, total compensation package. The pension contribution in the New Mexico public sector compensation landscape is very high profile. When looking at the average employer paid contribution we find the average value of 12.78% (see page 15 under the "Wage & Salary Information" tab). In the pension contribution picture, based upon this survey sample group, the NCRTD is currently 3.63% behind your peers.

This total compensation picture will be further influenced by the scheduled 15% increase in the cost of medical and related insurance. Though the NCRTD is competitive in the sharing of those costs the employee's disposable income will be shrinking proportionally.

It is recommended that consideration be given to the mitigation of disparity in the total compensation picture. A couple of options may be: 1) increase the NCRTD's employer contribution to the pension program by picking up an additional amount of the employees share; 2) engage a complimentary or supplemental retirement plan under another IRS approved structure, such as 457 plans, 401Ks, etc. and offer the approved matching rates; 3) Explore more aggressive alternatives in the medical insurance arena, including Health Savings Accounts, and the various "employer loads" with the elevated percentage in the employer paid premiums.

CONCLUSION

The objectives of the study have been twofold: 1- to create an internal equity program based upon job values determined by the NCRTD to be most effective in documenting the worth of jobs; and 2- determine the level of competitiveness achieved by NCRTD proposed compensation practices relative to wage/salary rates and ranges.

Conclusion #1: As noted earlier there was a strong correlation between the recommended pay levels and market pay practices. The new internal equity or classification system has been effectively updated.

Section III of the job value survey administered at the beginning of the study requested participating employees to state their perceptions with regard to four equity situations. 34 employees responded. 62.4% of the respondents indicated that they felt there was an inequity between their current pay and the value of the job (a classification issue). In comparison to the survey participants, this perception was generally not true, particularly with regard to the rank and file jobs. It was true to the extent that the market average reported starting rates for jobs in the higher job classifications are generally higher than the District's jobs. 64.7% indicated that they perceived an inequity between their pay and the pay of others performing essentially the same type of work within the District. Because there is a strong correlation between the market and the District with regard to equity relationships already in place, these perceptions are likely to be based upon consistency or inconsistencies in pay progression practices as may be influenced by policy related to longevity, performance, etc. 82.4% of the respondents indicated that they felt under paid when considering the amount of work they perform. The issue is purely performance and workload related; but could also be indicative of a staffing issue or workload distribution. 91.2% believed that the pay provided by the NCRTD was behind the market practice. This perception was not validated in relation to the pay range practices. The District's pay ranges lead the market where the job "equity value" is 13.31 or lower (see highlighted values on page 5- Wage

& Salary Information). See also the job by job comparison on the chart, pages 6,7 and 8 and the trailing position for the jobs valued above 13.31.

Conclusion #2: Based upon the results of the labor market survey; the overall District current pay rates are competitive when compared to the survey group, as noted above. Where differences exist between the District and the survey group the situation could be attributed to a variety of factors, i.e. (1) tenure of current employees, (2) fiscal health of the organization, (3) utilization and application of a specific pay progression philosophy and methodology, (4) geographic issues impacting cost-of-living and (5) the relative differences in organization size and resources.

IMPLEMENTATION

This is an ideal time to distinguish between the level of performance and competency of workers without having to utilize promotion processes. Criteria for placement in the higher graded levels of a classification series (i.e. Transit Driver I, II, III/Lead) should be related to position minimum qualifications, knowledge, skills and abilities of the worker and the perceived level of competence of the employees. The least-cost method of placing employees within the range of the new pay grade is achieved simply by identifying whether or not their current pay falls within the assigned pay range. Employees whose pay falls below the minimum of assigned pay grades are recommended for an adjustment to the minimum. This approach does not preserve pay relationships between employees which have occurred due to longevity, performance or any previously used advancement or recognition criteria.

If the NCRTD desires to initiate a program that targets a specific compa-ratio, this would be a good time to begin. You may want to consider additional adjustments for employees who are considered full performance or fully competent workers and whose pay falls below the midpoint of the newly assigned pay grade, compa-ratios less than 1.00.

BASIS OF SOUND PAY PROGRAMS

In connection with the results of this study and as the District evaluates the impact of change upon the existing or proposed budgets; your effort to maintain an effective compensation program will be influenced by your philosophy related to some or all of the following (converted to policy):

1. Size and type of business: *The ability to pay* certain rates, based upon revenues and financial resources.

2. Organizational Philosophy: *The willingness to pay* certain rates and *attitudes* about ranking among other employers within a selected labor market or among survey participants.

3. Nature and Diversity of Work: *The degree of specialization*, work variety, and technology (an element of the job classification methodology).

4. Regional Economics: The *prevailing rates* of pay and the rates of inflation.

5. Availability of Labor Supply: The *competition* for certain types of jobs resulting from an abundance or shortage of certain skills and abilities within the labor market.

6. Value of Work Contribution: The *worth of a particular job* to the organization (the overall value determined through classification methodology).

7. Organization of Labor: The *forced inflation* of certain pay rates. The degree of recognition provided to unions or associations.

8. Pay Supplements: The *total compensation comparability* afforded through various incentives and discretionary benefits.

9. Reputation of the Organization: The *competitiveness* of pay and *social recognition* as high- or low-paying.

10. Pay Progression Policy:
    - The learning curve impact associated with certain types of jobs.
    - Pay range uniformity vs. diversity (pay schedule design).

- Length of Service.
- Performance based increases.
- Pay for knowledge or level of competency.
- The use of "control rates" within the pay ranges.

11. Bonus and Incentive Plans:
    - The use of "non-scheduled" recognition.
    - The use of non-monetary rewards.

12. Contributory Value:
    - The perceived value of the individual to the organization. This perceived value is based upon a number of observable and measurable criteria normally associated with a formal performance management program consisting of individual performance plans, performance monitoring and performance evaluations. This formal approach justifies and documents the decisions which are made with regard to pay progression and job promotions.

NCRTD 2013

WORTH-OF-WORK VALUES/ EMPLOYEE SURVEY

	Difficulty				Work Environ				Job Knowledge					Responsibility					AP	OP	RE	LS	REP	PS	L	T	V	Q1	Q2	Q3	Q4
1	2	1	3	4	2	1	3	2	3	1	2	4	3	2	4	5	1	3	4	2	3	6	1	5	3	2	1	1	1	1	1
3				4				1					2												1	3	2	1	1	1	1
1	2	1	3	2	1	2	3	1	2	3	4	1	4	1	2	3	1	4	1	2	3	4	6	5	1	3	2	1	N	N	1
3	1	3	2	4	1	2	3	1	2	3	1	4	2	2	3	1	5	4	3	2	1	4	6	5	1	3	2	1	1	1	1
	2	3	1		3	2	1		3	2	1	4		1	2	3	4	5	6	5	3	4	1	2	2	3	1	1	1	1	1
3	2	3	1	3	2	2	3	1	1	1	1	1	2	1	2	2	2	1	6	4	5	3	1	2	3	2	1	1	1	1	1
2	2	1	1	1	1	1	3	2	2	1	1	2	1	1	3	1	4	3	1	2	2	2	1	1	1	3	2	N	1	N	N
3	1	3	2	4	3	1	2	1	2	3	4	1	2	1	4	2	3	2	1	6	2	5	4	3	3	1	2	1	1	1	1
																			3	1	2	5	4	6	3	2	1	N	N	N	1
3	2	3	1	4	3	1	2	1	2	3	1	4	1	2	4	1	3	5	5	1	6	2	4	3	3	1	2	1	N	1	1
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3	3	1	2	2	3	1	2	2	3	2	1	4	1	2	4	3	4	1	1	1	2	4	2	3	3	3	1	1	N	N	1
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	3	2	1		3	1	2		3	2	1	4		3	2	1	4	3	3	1	5	2	6	4	3	2	1	1	N	1	1
2				4				1					1						1	2	3	1	1	2	2	3	1	N	1	N	1
2	1	2	1	3	1	3	3	1	3	1	1	2	2	2	1	3	2	2	2	3	1	2	3	2	3	1	1	N	1	1	1
3	4	3	2	2	2	1	2	1	2	1	1	3	1	1	2	1	3	4	1	3	4	5	6	2	2	1	2	1	N	1	1
4	3	1	2	2	3	1	2	1	4	2	1	3	3	4	5	2	1	3	4	5	1	2	3	6	2	3	1	1	N	1	N
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2	2	2	1	3	3	1	2	1	1	1	1	1	1	2	1	1	3	2	1	1	2	3	4	2	1	2	2	1	1	1	1
3	2	3	1	2	3	1	2	1	3	1	4	1	1	1	2	1	2	1	6	5	1	4	2	3	1	3	2	1	1	1	1
4	3	2	1	1	3	1	2	3	4	2	3	1	2	3	1	1	2	3	2	3	5	4	4	1	1	1	1	1	1	1	1
4	2	3	1	2	3	2	1	1	2	3	4	1	3	2	2	1	4	5	3	2	6	4	1	5	3	1	2	1	1	1	1
3	1	3	2	4	1	2	3	1	1	3	2	4	2	1	5	2	4	3	3	1	4	6	5	2	3	2	1	1	N	1	1
2	2	1	3	4	1	2	3	1	2	3	1	4	2	2	3	1	4	5							2	3	1	1	N	1	1
4				3				1					2						4	3	5	2	6	1	3	2	1	1	N	1	1
2	2	3	1	2	3	1	2	1	1	4	2	3	2	3	5	2	1	4	2	1	3	2	2	1	3	2	1	1	N	1	1
	3	1	2		1	2	3		3	2	1	4		3	4	2	5	1	2	3	5	6	4	1	3	2	1	1	1	1	1
2.79	2.03	2.23	1.47	3.03	2.17	1.43	2.23	1.28	2.50	1.97	1.77	2.63	1.79	1.87	3.07	2.13	2.63	3.10	2.53	2.88	3.16	3.44	3.47	2.88	2.29	2.00	1.41	28	22	28	31
3	2	3	1	4	2	1	3	1	3	2	1	4	2	1	4	2	3	5	1	2	4	5	6	2	3	2	1	34	34	34	34
	CT	VW	DM		PE	WC	HAZ		ED	EXP	TK	L/C		ER	S/E	FA	BUD	CONT	AP	OP	RE	LS	REP	PS	L	T	V	82.4%	64.7%	82.4%	91.2%
IMPORTANCE RANKING																												YES %			

LEGEND

1=YES 2=NO

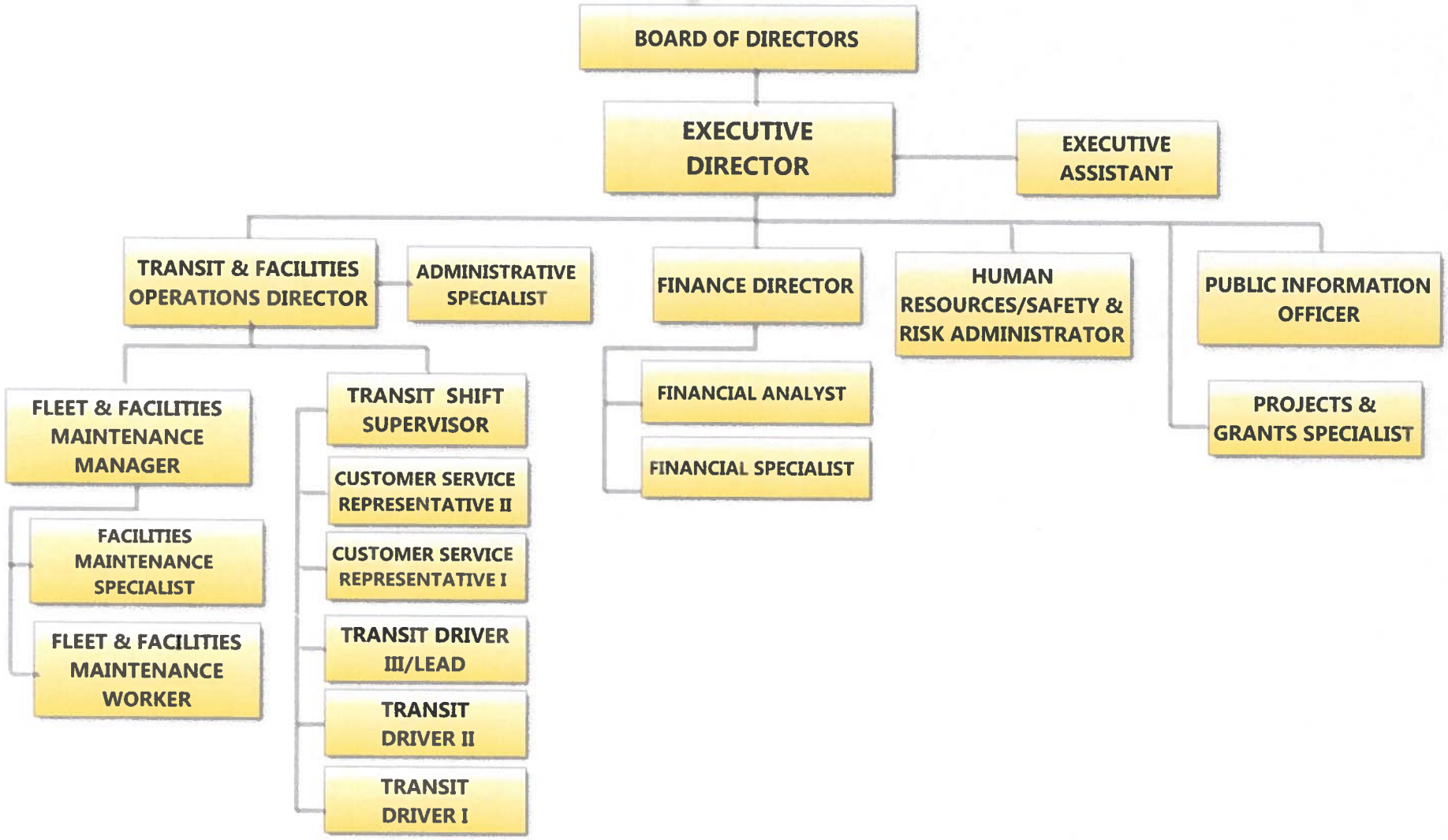
CT= COMPLEXITY OF TASKS	PE=PHYSICAL ENVIRON.	ED=EDUCATION LEVEL	FA=FREEDOM TO ACT/CONTROLS	AP=ABILITY TO PAY	L=LONGEVITY
VW=VARIETY OF WORK	WC=WORKING COND.	EXP=EXPERIENCE	ER=CONSEQUENCES OF ERROR	OP=ORGANIZATIONAL PHILOSOPHY	T=TIMELY COMPLETION OF WORK
DM=DECISION MAKING	HAZ=HAZARD UNCERTAIN	TK=TYPE OF KNOWLEDGE	S/E=SUPERIVSION EXERCISED	RE=REGIONAL ECONOMICS	V=VOLUME/QUALITY OF WORK
		L/C=LICENSES/CERTIFICATIONS	BUD=BUDGET RESPONSIBILITY	LS=LABOR SUPPLY	
			CONT=CONTACTS	REP=REPUTATION OF THE ORGANIZATION	
				PS=PAY SUPPLEMENTS/INCENTIVES/BENEFITS	

EQUITY PERCEPTION QUESTIONS: Do you believe you are underpaid when considering the following:

Q1=	Your current pay and the value of the job?	82.4%
Q2=	Your current pay and the pay of others within the organization performing essentially the same type of work?	64.7%
Q3=	Your current pay and the amount of work you perform?	82.4%
Q4=	Your current pay and the pay of others outside your organization performing essentially the same type of work?	91.2%

North Central Regional Transit District

Organization



MODEL POLICY

COMPENSATION MANAGEMENT

A. POLICY: Compensation for District employees shall be equitable and competitive with the market and in accord with the District's ability to pay. The compensation plan shall be prepared by the Executive Director and adopted by resolution of the Board of Directors.

B. GENERAL WAGE/SALARY ADJUSTMENTS: It is the intent of the District to consider prevailing practices related to cost of living and market trends in establishing wages and salaries which constitute the formal pay schedule. On all occasions the amount of the rate changes will ultimately be based upon the anticipated affect(s) upon the District budget. The Executive Director, based upon Board of Director's approval, will make final determination of any changes to the salary scale. Where general, across-the-board adjustments are approved, the change will be effective on a date determined and approved by the Board of Directors. General adjustments are separate and distinct from performance recognition increases. General adjustments may affect the pay scale only, thus shifting the pay of all employees in relation to the midpoint.

C. COST-OF-LIVING VS. MARKET: Adjustments to the salary schedule may be determined periodically through analysis of market trends in comparison to cost-of-living. This may be done once per year and the District may utilize either market survey results or cost-of-living index data (federal) or a combination of both. All employees, regardless of employment status, except those being red circled (frozen), shall receive the benefits of such general COLA adjustments to the pay plan unless such employees are represented by a Union and such adjustments if any are governed by a Collective Bargaining Agreement.

In determining the total compensation value of the position, benefits must be considered. Base salary plus cost of benefits constitutes total compensation. In comparing benefit packages provided in the labor market, the District may evaluate both level and cost of benefits or other factors as deemed appropriate.

D. HOURLY RATES: Temporary fulltime and all part-time, seasonal and emergency employees shall be paid at an hourly rate no higher than that which is established for the position classification and may be paid at a lesser rate as recommended by the Executive Director.

E. ADMINISTRATION OF THE COMPENSATION PLAN:

The approved Compensation Plan shall constitute the official schedule of salaries for all classifications in the District to which such Compensation Plan is applicable. The rates of pay for all persons in the District shall be approved by the Executive Director and no salaries shall be approved unless they conform to the approved Compensation Plan.

F. INITIAL APPOINTMENT:

No employee in the District shall be paid a salary less than the minimum nor greater than the maximum of the salary range for the classification as fixed by the Compensation Plan unless otherwise provided for in the Rules or approved by the Executive Director.

The entrance rate payable to any employee upon appointment to a position in the District shall be the minimum rate in any applicable salary range, unless a higher rate, in-grade hire, is authorized by the Executive Director because of the candidate's exceptional qualifications, difficulty in recruitment, or other valid reason.

G. PAY PROGRESSION: Progression within the salary and wage scale shall be based upon the approval of the Executive Director. In approving recommendations for pay progression, the Executive Director shall consider compliance with District policies and procedures, performance, level of competence and job knowledge.

H. PERFORMANCE BASED INCREASES:

1) Performance increases shall not be granted on an automatic basis but shall be granted upon the demonstrated quality of performance and based on the availability of funding.

2) Exempt, classified regular, and limited term employees who are considered to be deserving as evidenced by average or above job performance, may be granted a performance increase based on a formula approved by the Board, as may be determined periodically within the limits of the salary range after one (1) year from the date of:

   i. Rehire or re-employment
   ii. Initial employment
   iii. The last performance increase; or
   iv. Promotion.

3) Any period of leave without pay in excess of thirty (30) days shall not be credited as continuous service toward eligibility for a performance increase.

4) Service in emergency or limited term, or temporary status, when followed without a break in service by probationary appointment to the same classification, will be credited toward eligibility for a performance increase.

5) The Executive Director may authorize a salary increase to any rate in the salary range as an incentive for the emergency retention of exempt, classified regular and limited term employees who are offered employment outside of the District to retain them in their current positions. The following will be required:

   a) Documented proof of outside job offer.

b) Increase, computed as a percent of the employee's salary, may be granted as a lump sum at the end of a service period, in installments over the course of service period but never to be provided in advance.

c) Before receiving an emergency retention, an employee must sign a written agreement to complete a specified period of service with the District.

I. RED CIRCLE RATE: This provision refers to the rate of pay for an employee whose pay falls above the current maximum salary for the pay grade to which assigned, reclassified or transferred. Such employee(s) shall be placed on a salary freeze for a period not to exceed two (2) years and shall not be eligible for any general adjustment (COLA) given during the same period of time. During the two-year period, if the employee's rate of pay falls back within the assigned pay range, the freeze shall be lifted. If at the end of two years, the employee's pay rate still falls above the maximum of the pay range, that employee's pay rate shall be reduced to the maximum of the assigned position.

J. SALARY DECREASES:

1. When it becomes necessary to demote an employee for their inability or unwillingness to perform the assigned duties and essential functions of their position; that employee may also suffer a loss of pay. The amount of the pay reduction shall be determined on a case-by-case basis, but never below the newly assigned salary range.

   a) Salaries of all employees may be decreased uniformly and equitably for budgetary reasons upon the recommendation of the Executive Director and approval of the Board.

   b) Affected employees shall be given at least twenty-eight (28) days' notice.

   c) In no case shall a salary be reduced below the minimum rate in the salary range.

   d) Salary decreases may be made to classes of employees, when deemed necessary, in the following order:

      i. Emergency.

      ii. Temporary.

      iii. Limited Term.

      iv. Probationary.

      v. Limited Term.

      vi. Exempt.

      vii. Classified Regular.

2. **Classification Reduction.**

   a) An employee may, as the result of reorganization or when deemed in the best interest by his or her supervisor, receive a reduction from their current classification to a lower classification with no reduction in salary.

   b) The salary of an employee who voluntarily takes a classification reduction will be reduced but never below the newly assigned salary range.

K. OTHER SALARY ADJUSTMENTS:

1. When a promotion occurs, the appropriate pay rate upon promotion is determined in accordance with the classification level of the new classification.

   a) Promotions within the same classification level will result in a base pay rate increase to the minimum pay step of the new range, or up to a 5% increase if the employee's current pay rate exceeds the minimum of the new classification. The maximum pay range shall not be exceeded; the balance of the award must be taken in cash if the full amount exceeds the maximum pay range.

   b) Promotions from any lower level classification to any higher level classification will result in a base pay rate increase to the minimum pay step of the new range, or up to a 10% increase if the employee's current pay rate exceeds the minimum of the new classification. The maximum pay range shall not be exceeded; the balance of the award must be taken in cash if the full amount exceeds the maximum pay range.

   c) A higher or lower base pay rate may be authorized upon promotion by the Executive Director because of salary compaction; experience and qualifications; correction of salary inequities; or other valid reasons.

2. The salary of an employee who is laterally transferred to a comparable position shall remain the same unless the Executive Director finds cause for a salary increase due to any change in employment conditions.

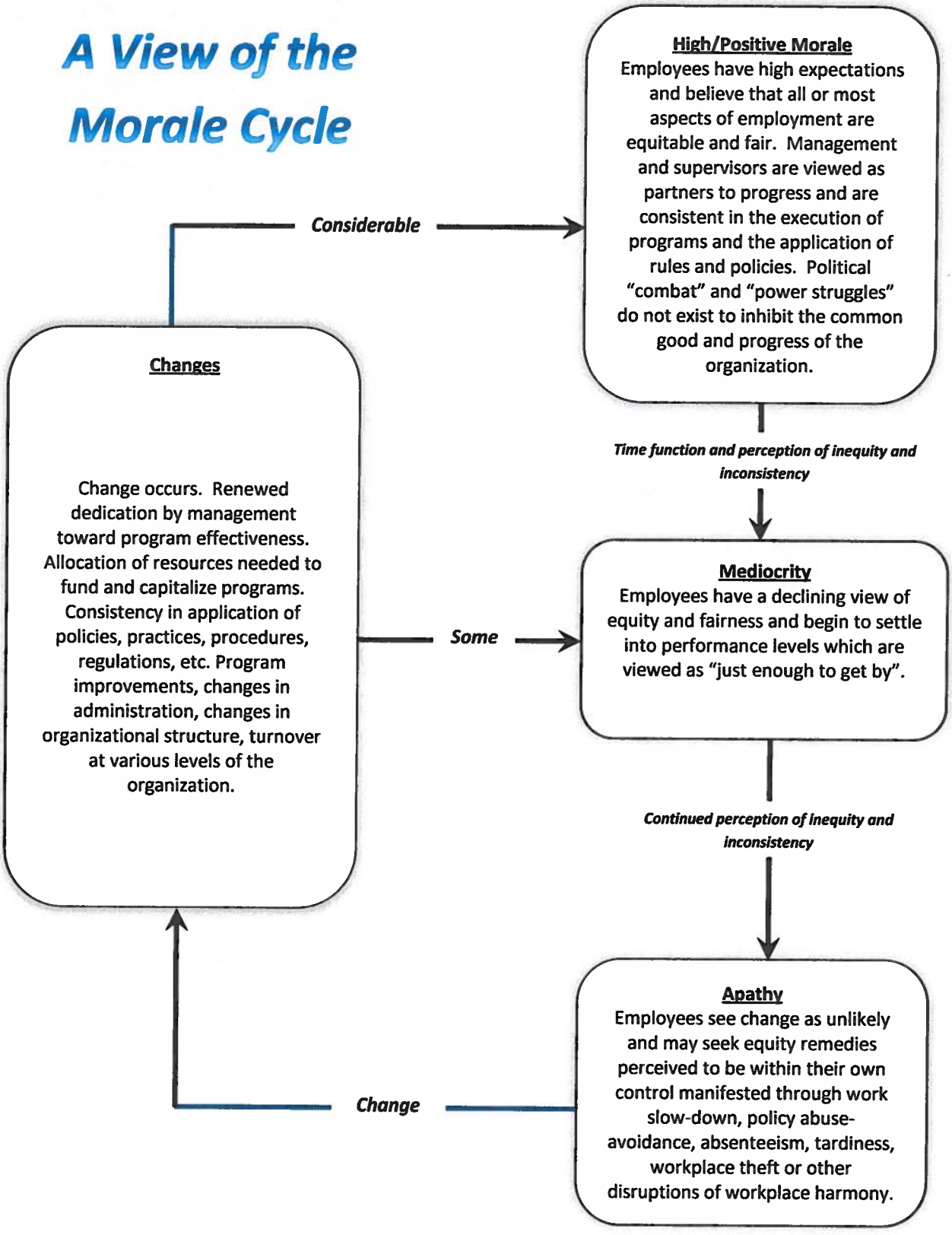
3. The salary of an employee who is re-employed after being called to military active duty in accordance with the provisions of such policy shall be at a rate equal to what the employee would have attained had the employee not been called to active duty.

L. TERMINATION PAY: When employees terminate, they shall be required to return all equipment and to clear all financial obligations involving their employment with the District prior to receiving their final paycheck. Any such obligation not cleared may be itemized and deducted from their final paycheck, consistent with IRS guidelines and/or state statute. Final paycheck, including compensation for all uncompensated hours worked, unused annual leave and overtime will be issued on the next regularly scheduled pay period following termination. If the Executive Director receives a written request for final payment, the final payment shall be issued within 24 hours from the date terminated.

The Executive Director may submit to finance/payroll the amount of termination pay to which the employee is entitled.

M. PAY ADVANCEMENT: The District will not make pay advances to employees.

A View of the Morale Cycle


High/Positive Morale
Employees have high expectations and believe that all or most aspects of employment are equitable and fair. Management and supervisors are viewed as partners to progress and are consistent in the execution of programs and the application of rules and policies. Political "combat" and "power struggles" do not exist to inhibit the common good and progress of the organization.
Considerable
Changes
Change occurs. Renewed dedication by management toward program effectiveness. Allocation of resources needed to fund and capitalize programs. Consistency in application of policies, practices, procedures, regulations, etc. Program improvements, changes in administration, changes in organizational structure, turnover at various levels of the organization.
Time function and perception of inequity and inconsistency
Some
Mediocrity
Employees have a declining view of equity and fairness and begin to settle into performance levels which are viewed as "just enough to get by".
Continued perception of inequity and inconsistency
Apathy
Employees see change as unlikely and may seek equity remedies perceived to be within their own control manifested through work slow-down, policy abuse-avoidance, absenteeism, tardiness, workplace theft or other disruptions of workplace harmony.
Change

Illustrative Performance Recognition Schedule- FY2014

	Performance Score		
	Performance Adjustment		
Employee pay rate falls below pay plan maximum. Increases are added to the Base Pay.	Partially Meets Expectations	Meets Expectations	
	0.00%	2.00%	
	Performance Adjustment Plus		
Employee pay rate falls below pay plan maximum and performance score is exceeds expectations.	Exceeds Expectations		
	3.50%		
	Performance Recognition - One Time Salary Distribution		
Employee pay rate falls at or above maximum. Award treated as a one time distribution and not added to the base pay.	Partially Meets Expectations	Meets Expectations	Exceeds Expectations
	$0	2%	3.50%

NCRTD
Job Description Index

FLSA Exempt	Department	Job Title	Job Code
Yes	ADMINISTRATION	EXECUTIVE DIRECTOR	100
Yes	ADMINISTRATION	FINANCE DIRECTOR	110
Yes	ADMINISTRATION	FINANCIAL ANALYST	115
No	ADMINISTRATION	FINANCIAL SPECIALIST	116
Yes	ADMINISTRATION	HUMAN RESOURCE/SAFETY & RISK ADMINISTRATOR	120
Yes	ADMINISTRATION	PUBLIC INFORMATION OFFICER	125
Yes	ADMINISTRATION	PROJECTS & GRANTS SPECIALIST	130
No	ADMINISTRATION	EXECUTIVE ASSISTANT	135
Yes	OPERATIONS	TRANSIT & FACILITIES OPERATIONS DIRECTOR	200
No	OPERATIONS	TRANSIT SHIFT SUPERVISOR	205
No	OPERATIONS	***TRANSIT DRIVER III/LEAD**	210
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No	OPERATIONS	ADMINISTRATIVE SPECIALIST	230

***= Union**

North Central Regional Transit District

Job Description

Title:	Executive Director	**Code:**	**100**
Division:	Executive	**Effective Date:**	04/13
Department:	Administration	**Last Revised:**	

GENERAL PURPOSE

As Chief Executive Officer, provides overall leadership and direction. Performs a variety of professional **executive and managerial** duties related to planning, organizing, directing, coordinating, and controlling the development, expansion, maintenance and operation of the North Central Regional Transit District. Establishes annual goals and objectives, short and long range plans, and policies and procedures to ensure the policy direction of the NCRTD Board of Directors is carried out in an expeditious and cost-effective manner.

SUPERVISION RECEIVED

Works under the broad policy guidance and direction of the Board of Directors and is the sole employee of the Board of Directors.

SUPERVISION EXERCISED

As the Executive Director, provides leadership and direction to the Senior Management Team and serves as the top-level executive responsible and accountable for interpreting and carrying out the Board's directives. Provides general supervision to district managers and supervisors. Provides close to general supervision to immediate administrative professional, technical, and clerical staff.

ESSENTIAL FUNCTIONS

Exercises all authority, powers, or duties as prescribed by the NCRTD Board of Directors and as prescribed by statues and adopted Bylaw's; serves as administrative advisor and liaison to the Board of Directors and member entities as needed to inform and apprise on operational issues; provides technical insight and recommendations related to determining operational policies, goals and objectives; formulates implementation options and strategies, converts strategies to action plans with timetables and deadlines; evaluates district needs and formulates short and long range plans to meet needs in all areas of responsibility.

Participates in state, regional, and metropolitan transit and transportation planning processes; represents and supports the position of the Board majority while maintaining a professional and respectful relationship between the NCRTD staff and the Member governments in the NCRTD.,

Assists the Board in developing and maintaining positive relationships with the office of the Governor, the NMDOT, the New Mexico State Legislature, the New Mexico Congressional Delegation, and other key governmental agencies.

Plans, directs, coordinates and controls the activities of the district; determines work priorities and delegates assignments to subordinate personnel; develops guidelines and deadlines, supervises staff; provides quality assurance review of work in progress; assures that services delivered by departmental staff meet quality and timeliness standards; monitors and reports department activities through defined management assessment programs, metric measurement systems and related performance management methods.

Manages, directs and coordinates the development and implementation of the long range operating business plan of the District; ensures the financial accountability and appropriate record keeping and internal controls of the District; directs the preparation and development of District and departmental budgets and monitors fiscal controls to assure conformity with established financial constraints governed by capital funding program; monitors financial status through financial reporting system.

Identifies and secures long range funding with the assistance of the NCRTD Board of Directors; oversees and manages federal grant programs; assures compliance with granting authority regulations.

Manages transportation system improvement and development; manages property maintenance and purchasing, reviews and approves work orders.

Manages and performs the hiring and evaluating staff, overseeing the implementation of the service plan, conducts regular performance evaluations; makes decisions impacting employee status in the organization, including retention, advancement, discipline and termination.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. Graduation from college with a master's degree in business administration, public administration, or a related field;

   AND

   B. Ten (10) years of experience in a field directly related to above duties, four (4) years of which must have been in an executive level management capacity;

   OR

   C. An equivalent combination of education and experience.

2. Knowledge, Skills, and Abilities:

   Considerable knowledge of the political, sociological and economic complexities related to multi-jurisdictional cooperation and general operations; financial management practices; principles of human resources, collective bargaining, management and employee supervision; public or platform speaking, proposal development, creative writing and presentation skills; negotiation techniques; strong interpersonal group motivation and communication skills.

   Considerable skill in the art of diplomacy and cooperative problem solving.

   Ability to plan, coordinate, direct and supervise personnel; interpret laws, ordinances and regulations common to transit operations; manage operating records and prepare reports; to conduct necessary research and compile comprehensive reports; effectively utilize personal computer, including word processing, spreadsheet; establish and maintain effective and cooperative working relationships with District Employees, member entities and the general public; provide effective customer service; plan, organize and implement special events; coordinate activities with other groups and agencies; work independently and deal effectively with stress caused by work load and time deadlines.

3. Special Qualifications:

   Must possess a valid State of New Mexico driver's license with a satisfactory driving record. Must be able to work with no advance notice additional hours, evenings, on-call, holidays and weekends and be able to travel.

4. Work Environment:

   Incumbent of the position generally performs in a typical office setting with appropriate climate controls. Tasks require a variety of physical activities, generally involve moderate muscular strain, such as walking, standing, stooping, sitting, reaching and lifting. Must be able to lift 20 lbs. Regular talking, hearing and seeing required in the normal course of performing the job. Common eye, hand and finger dexterity required to perform some essential functions. Mental application utilizes memory for details, listening, verbal instructions, emotional stability, discriminating thinking and creative problem solving. Frequent travel required in normal course of job performance.

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I _____ have reviewed the above job description. Date:_____ _____

(Employee)

North Central Regional Transit District

Job Description

Title:	Finance Director	**Code:**	110
Division:	Finance	**Effective Date:**	04/13
Department:	Administration	**Last Updated:**	

GENERAL PURPOSE

Performs a variety of **professional, administrative and managerial** duties related to planning, directing, organizing, and controlling the financial operations of the District, including, accounting, revenue, debt, investments, payroll, budget, financial analysis, performance reporting, and grants administration in accordance with District policies and procedures. This is an "At-Will" classification which means the Finance Director serves at the will of the Executive Director and may be removed at any time without cause, notice, or right of appeal.

SUPERVISION RECEIVED

Works under the general supervision of the Executive Director.

SUPERVISION EXERCISED

Provides close to general supervision to Financial Analyst and Financial Specialist.

ESSENTIAL FUNCTIONS

Financial Management: Provides financial guidance in day-to-day and long term financial operations; responsible for the accuracy and legal performance of the District's financial transactions and administration; manages governmental accounting functions; directs and prepares District-wide budget; coordinates budget development process with Executive Director and various District department heads; forecasts revenues and expenditures.

Creates, integrates, and evaluates the financial programs and supporting information systems of the District to include budgeting, accounting, payroll, audit, grants administration, debt, investments, performance reporting, revenue and all related finance operations; oversees the monitoring of complex financial analyses.

Coordinates the development of the District's annual budget and develops financing plans for future projects. Develops department budget and assists and coordinates the review of Districts department budgets with department heads. Reviews legislative proposals for potential financial impacts on the District.

Investment Administration: Oversees the monitoring, maintenance, and management of the Districts investments to ensure optimum yields consistent with the Board approved Investment policy.

Coordinates the preparation of financial statements, financial reports, special analyses and informational reports. Keeps apprised of laws, regulations and financing methods that address the district's funding requirements and obligations. Ensures compliance with state and federal reporting requirements for budgets, audits and other financial documents; inclusive of but not limited to GASB, FASB, NM Office of the State Auditor, and NM Department of Finance Administration.

Procurement Administration: Oversees District-wide procurement practices; assures proper competitive pricing and bidding for contracts, services, and purchases; oversees the ongoing education and training of District staff related to procurement policy, practices and procedures. Interactive with outside vendors/contractors related to RFP's, RFQ's, etc. during the process of bidding and notice of award.

Grant Administration: Oversees grant, financial and statistical reporting function with appropriate agencies at the State and Federal level. Initiating and updating grant applications and financial reporting in the TEAM Web system. Interact with partnering Pueblos for Tribal federal grant administration, inclusive of but not limited to detail of funds for reimbursement and invoicing.

Quality Control & Auditing: Reviews recommended contractor proposals for financial soundness. Manages complex data analysis projects, oversees the maintenance of related records systems and databases for financial tracking, reporting, and research purposes, and administers complex programs and assigned projects to Finance staff. Administers internal audit worksheets and analysis and determines areas of concern and internal control gaps where needed.

Coordinates annual external audit; directs and coordinates various closing functions; serves as internal auditor. Prepares and presents periodic and annual financial statements summarizing the fiscal condition and projections for the District.

Fixed Asset Management: Maintains and monitors records of inventory of equipment purchased by the District and records necessary to prepare required reports. Manages and updates fixed asset record keeping system; performs fixed asset accounting and maintains accurate life of equipment for depreciation purposes; tracks all new purchases, all inter-departmental transfers, and all property disposals for all departments; prepare and tracks special database on sensitive items inventory; prepares ad-hoc reports on fixed assets for individual department requests; Conducts or directs annual physical inventory and ongoing inventories by department of types of equipment of all District assets as well as work with individual department heads to spot check inventories throughout the year.

Conducts capital asset audits in compliance with state, federal and GASB standards and NCRTD's Fixed Asset and Inventory policy and procedures; monitors and assists finance and purchasing staff with internal controls, internal auditing and assures accurate posting of asset data.

General Operations & Administration: Performs as an integral member of the Senior Leadership Team to ensure effective interfaces and integration of activities with other organizational units.

Establishes departmental direction through objectives and programs in conjunction with goals set by the Executive Director. Develops finance department policies and procedures. Manages department to ensure adherence to organization's policies, procedures, and standards as well as productivity and utilization of all staff in the District.

Recruit, hires, trains, supervise and evaluates department staff. Oversees performance management and administers performance evaluation of department staff including preparing and monitoring individual staff and department goals.

Manages the work of staff including coaching staff for improvement and development, training, assigning, reviewing and evaluating work performance; coordinating activities, maintaining standards, allocating personnel, selecting new employees, acting on employee compliance issues and recommending and implementing employee discipline.

Monitors staff compliance with District's policies and procedures; as well as local, state and federal rules and regulations. Ensures the proper maintenance of employee record's and department statistics related to assigned operations. Conducts special projects, performs analyses and develops plans as requested by Executive Director. Prepares Board reports and other reports as needed. Assist with special projects as required, and other duties as assigned.

Represents the District externally to other governmental agencies, funding agencies, stakeholders and the general public as requested. Makes oral and written presentations to senior staff, Board of Directors and outside agencies and organizations as needed in relation to the financial structure of the District.

Guards the District against theft or fraud through the establishment of internal controls and other mechanisms. Manages complex data analysis projects, oversees the maintenance of related records systems and databases for financial systems.

Performs related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. Graduation from college with a bachelor's degree in accounting, finance, business administration or related;

   AND

   B. Eight (8) years of progressively responsible experience related to above duties; that includes at least three (3) years supervision of professional and clerical staff.

2. Knowledge, Skills, and Abilities:

   Thorough knowledge of principles, laws, rules and regulations relating to transit operations and practices related to government finance, accounting and budgeting; accounting principles practices and procedures (GFOA, GAAFR, GAAP, FASB and GASB); public finance and fiscal planning; public organizations and department operations including applicable laws and regulations; internal control principles and methods of application; budgeting, accounting and related statistical procedures; various revenue sources available to public agencies including state and federal sources; local investment options and opportunities; general office maintenance and practices; basic personnel management practices and procedures; computer accounting spreadsheet applications and various software financial programs; business and technical writing; operation of standard office equipment; debit and credit accounts and General Ledger and advanced accounting; interpersonal communication skills and telephone etiquette; public relations. **Considerable knowledge of** principles of management, supervision and employee motivation.

   Considerable skill in the art of diplomacy and cooperative problem solving; leadership and organizational behavior management; establishing and maintaining effective working relationships with State, Federal, and other local officials, elected officials, subordinate staff, and District residents; coordinating flow of information and communication between staff, consultants, committees, and Board of Directors; the operation of PC Computer, calculator, fax machine, copy machine, telephone.

   Ability to maintain strict confidentiality of all privileged documents and information; communicate financial information in a clear and concise manner; conduct self in an appropriate manner as a representative of the District, working effectively in a diverse work environment; apply District's financial regulations and to prepare and administer an annual budget; analyze and interpret financial information and prepare accurate financial statements; be public service oriented with tactful and effective conflict resolution skills; make effective oral presentations to staff, committees and the Executive Board; establish and maintain effective work relationships with a variety of groups and individuals; have a creative, inquiring and innovative manner willing to explore new approaches, implement new methods, and be receptive to suggestions of others; plan and supervise the work of subordinate staff including coordinating, prioritizing, assigning, monitoring, and evaluating work; hiring, training, counseling, and disciplining staff; and processing grievances; analyze and recommend solutions to complex operational and personnel problems and issues; make sound decisions, establish and maintain procedures for effective daily operation of the finance department; operate a computer including word processing, spread sheet and data base applications; perform basic mathematical calculations; develop and monitor a department and divisional budgets and establish budgetary controls; prepare concise and effective written communications;

manage multiple projects and operations simultaneously; work independently under time deadlines and within project budget; maintain credibility while balancing competing demands within the District; build and maintain effective working relationships with those contacted in the course of work using principles of good customer service; make public presentations and communicate effectively both orally and writing; establish and maintain effective and cooperative working relationships with District Employees, member entities and the general public; effectively manage time and work to meet deadlines exercise independent judgment in the analysis and solution of complex problems and issues.

3. Special Qualifications:

Must be bondable. CPA (Certified Public Accountant), CGFM (Certified Government Financial Manager) or CPFO (Certified Public Finance Officer) is highly desired.

4. Work Environment:

Typical office setting with typical climate controls. Tasks require a variety of physical activities such as walking, standing, stooping, sitting, reaching, which may involve light muscular strain. Job functions normally require talking, hearing and seeing. Common eye, hand, finger dexterity required for most essential functions. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking and creative problem solving.

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I _____ **have reviewed the above job description. Date:**_____

(Employee)

North Central Regional Transit District

Job Description

Title:	Financial Analyst	**Code:**	115
Division:	Finance	**Effective Date:**	04/13
Department:	Administration	**Last Updated:**	

GENERAL PURPOSE

Performs a variety of **working level professional financial analysis** work in the development, implementation, and management of the district budget, applying fundamental budgetary concepts, practices, and procedures ; maintains the accuracy of the District's ledger financial system; applies accepted accounting principles and procedures to analyze financial information, prepares accurate financial reports, and ensures appropriate accounting internal control procedures.

SUPERVISION RECEIVED

Works under the general supervision of the - Finance Director.

SUPERVISION EXERCISED

None.

ESSENTIAL FUNCTIONS

Accounting & Finance Functions: Performs a variety of technical and moderately difficult to complex accounting duties in the preparation, maintenance and processing of accounting records and financial transactions including accounts payable, accounts receivable, payroll functions, HR benefits administration, purchasing and budgetary functions.

Reviews documents and verifies accounting entries to ensure accuracy of information and calculations for each account of record; maintains the necessary records/files to support transactions related to area of assignment; ensures proper coding of the general ledger account, verifies, accounts payable entries, billing, cash receipts, and -adjusting journal entries.

Assist in preparation of year-end closing; monitors cash flow and cash requirements; participates in financial audits—compile and prepare supporting schedules, work papers and financial reports requested by Finance Director and external auditors

Prepares, codes, and inputs entries into the District's accounting/payroll systems; compiles and prepares computerized reports/spreadsheets based on District, state, or federal requirements related to area of assignment.

Plans and carries out budget procedures, including monthly monitoring of department expenditures and revenues and communicating monitoring status to management; provides information to District staff.

Analyzes and monitors fiscal records; analyzes financial, and statistical data and makes recommendations on the basis of conclusions derived from such analyses; prepares computerized reports and spreadsheets; analyzes and verifies monthly financial reports related to area of assignment; adheres to department audit and control procedures; ensures accurate general ledger reporting.

Assists departments in the preparation of department and division budgets and budget materials; assists in the development of multi-year forecast estimates for division expenditures and revenues; responds to inquiries of staff and administration regarding District financial policies and procedures for the purpose of providing information and direction to the inquiry; ; assists with special studies that require data compilation; analyzes and interprets information in oral and written presentations.

Assists in the fiscal evaluation of proposed legislation/Executive Board proposals; research and respond to budget surveys; assists in the preparation of operating budgets, revenue and expense projections, - and other specialized financial reports and analyses; prepares technical details of the annual District budget; reviews current conditions of approved budgets and expenditures for possible discrepancies.

Tracks and reports Transit Gross Receipts Tax and federal grant revenue; posts accounts payable and payroll batches, budget transfers, budget loads and journal voucher entries; prepares budget transfers and ensures that transfers are made in an accurate and timely manner.

Develops and recommends modifications to the procedures, process or on-line budget and other financial systems; participates in the District's transit performance measurement and reporting and cost allocation system; ensures strict confidentiality of financial records.

Analyzes and verifies monthly financial reports related to various assignments; recommends various departmental audit control procedures; ensures accuracy of general ledger reporting; reviews transactions to ensure proper coding of organizational accounts, projects, accounts payable, billing, cash receipts and general ledger entries; assists to monitor fixed asset status.

Provides budgetary and financial advice to Executive Director, Finance Director and other program managers on budget related matters, such as funding availability, effects of budget changes, status of use of funds, etc.

Performs pre-audits of all payment packets (accounts payable) for the purpose of ensuring accuracy and appropriateness prior to payment in compliance with District and state/federal FASB/GASB rules, guidelines and statutes.

Reconciles federal grant revenues and expenditures; prepares drawdowns for federal grants; prepares a variety of monthly, quarterly, periodic and annual financial, budget and statistical reports.

Coordinate activities of payroll; review payroll account reconciliations; oversee the maintenance of current employees data systems; manage and resolve issues relating to payroll production; monitor the accurate processing of staff hiring's, promotions and terminations; prepares federal and state payroll tax reporting and payments; adhere to HR/payroll policies and procedures; and support all internal and external audits related to payroll.

Assists with special projects as required and other duties as assigned.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. Graduation from college with a bachelor's degree in accounting, finance, business administration or related;

   AND

   B. Four (4) years of progressively responsible experience related to above duties;

2. Knowledge, Skills, and Abilities:

   Thorough knowledge of -policies and procedures pertaining to the work of assigned department; -principles and practices of basic to advanced accounting, finance, or budgeting; -budget funding sources and local governments in general; -computer software systems related to accounting, budgeting, and payroll systems; -modern office procedures, methods, and procedures; -personal computer word processing/spreadsheet software in a Windows environment; -pertinent governmental accounting standards and regulations; -pertinent District functions, policies, rules and regulations. **Considerable knowledge of** principles, laws, rules and regulations relating to transit operations and practices related to government finance, accounting and budgeting; accounting principles practices and procedures (GFOA GAAFR, GAAP and GASB); public finance and fiscal planning; internal control principles and methods of application; budgeting, accounting and related statistical procedures; general office maintenance and practices; computer accounting applications and various software financial programs; business and technical writing; operation of standard office equipment; mathematics and advanced accounting; interpersonal communication skills and telephone etiquette; public relations.

   Skill in the art of diplomacy and cooperative problem solving; establishing and maintaining effective working relationships with state, federal, and other local officials, elected officials, subordinate staff, and District residents; the operation of PC Computer, calculator, fax machine, copy machine, telephone.

   Ability to maintain strict confidentiality of all privileged documents and information; contribute to a team effort and accomplish related results as required; communicate financial information in a clear and concise manner for policy makers; conduct self in an appropriate manner as a representative of the District, working effectively in a diverse work environment; apply District's financial regulations; analyze and interpret financial information and prepare accurate financial statements; be public service oriented with tactful and effective conflict resolution skills; make effective oral presentations to staff, committees and the Executive Board; establish and maintain effective work relationships with a variety of groups and individuals; communicates effectively both orally and in writing.

3. Special Qualifications:

   CPA (Certified Public Accountant), CGFM (Certified Government Financial Manager) or CPFO (Certified Public Finance Officer) is highly desired.

4. Work Environment:

   Typical office setting with typical climate controls. Tasks require a variety of physical activities such as walking, standing, stooping, sitting, reaching, which may involve light muscular strain. Job functions normally require talking, hearing and seeing. Common eye, hand, finger dexterity required for most essential functions. Mental application utilizes memory for details, verbal instructions, emotional stability high level of work ethic, discriminating thinking and creative problem solving.

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I _____ **have reviewed the above job description. Date:**_____

(Employee)

North Central
Regional Transit District
Job Description

Title:	Financial Specialist	**Code:**	**116**
Division:	Finance	**Effective Date:**	**04/13**
Department:	Administration	**Last Updated:**	

GENERAL PURPOSE

Performs a variety of **para-professional and complex clerical/fiscal** duties as needed to expedite various financial operations of the District, including, accounting, banking, payroll, contract tracking, leave accounting, accounts receivable and/or accounts payable in accordance with District policies and procedures.

SUPERVISION RECEIVED

Works under the general supervision of the Finance Director.

SUPERVISION EXERCISED

None.

ESSENTIAL FUNCTIONS

Performs various day-to-day technical and moderately difficult to complex accounting duties; which include monitor and posting of financial and bookkeeping details as needed to ensure accuracy of financial records and transactions; responsible for the monitoring of NCRTD Contracts;; verifies expense reimbursements; performs research and assists to reconcile discrepancies on GL Accounts.

Assists with recording keeping and maintaining staffing records; processes time sheets and records leave accrual and usage; may generate periodic reports documenting leave account balances and usage patterns; coordinates District Staff leave slips and timesheets; prepare payroll checks for distribution/file timesheets in payroll files on a bi-weekly basis; files finance & administrative files, scan all official documents, enter insurance information into the system and send all correspondence to the appropriate agencies for insurance and benefits; point of contact for agency insurance billing, PERA and risk management, prepare and file the RIO reports (on-line) with PERA to ensure that employees pensions, prepare and process all payroll liabilities, (PERA, GSD, Deferred Comp, i.e.).

Assist in yearly audit by providing supporting documentation when requested by auditors; conducts records research and organizes various files as needed to complete orderly internal and external audits.
Assists the Finance Director with assigned worksheets in relation to internal audits as assigned but not limited to internal controls, inventory, contracts, etc.
Assists with the procurement process; may receive and perform initial review of bids as well as maintaining and verifying proper amount of bids and compliance with bid specifications; prepares/files documents into appropriate vendor files; assistance in tracking/ensuring purchase orders are issued in a timely manner. Maintaining and verifying contracts and W-9's in relation to the vendor file.

Performs a variety of technical and complex accounting duties in the preparation, maintenance and processing of accounting records and financial transactions including accounts payable, accounts receivable, payroll functions, and ; performs reconciliation of records and/or accounts of assigned function.

Reviews documents and verifies accounting entries to ensure accuracy of information and calculations for each account or record; maintains the necessary records/files to support transactions related to area of assignment; prepares, codes, and inputs entries into the District's accounting/payroll systems; assists and prepares computerized reports/spreadsheets based on District, state, or federal requirements related to area of assignment.

Assists to monitor budget procedures, including monthly monitoring of department expenditures and communicating monitoring status to management; provides information to District staff.

Builds and maintains positive working relationships with District employees and the public using principles of good customer service;

Track and monitor all fixed assets, tag all fixed and security assets, enters information onto accounting software to report and track the depreciation of the assets.

Serve as back up to the Administrative Assistant when he/she is out of the office. Also assist with the bilingual interpretation when the public comes with bus scheduling questions.

Assists with special projects as required and other duties as assigned.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. Graduation from college with an associate's degree in accounting, finance, business administration or related;

   AND

   B. Four (4) years of progressively responsible experience related to above duties;

   OR

   C. An equivalent combination of education or experience.

2. Knowledge, Skills, and Abilities:

   Considerable knowledge of bookkeeping and general accounting techniques most appropriate to computerized systems; personal/mainframe computer operations and applications. **Working knowledge of** laws and regulations governing accounting responsibility and payroll processing; acceptable purchasing procedures, bidding requirements and related regulations; general office management; inter-personal communication skills.

   Skill in the operation of computer terminal and data entry equipment.

   Ability to to maintain strict confidentiality of all privileged documents and information; communicate financial information in a clear and concise manner for policy makers; conduct self in an appropriate manner as a representative of the District, working effectively in a diverse work environment; work quickly and accurately with numbers; perform advanced mathematical computations; operate various types of office equipment such as adding machine, typewriter, etc.; work under time pressures in meeting deadlines; communicate effectively and verbally and in writing; develop and maintain effectively working relationship with elected officials, professionals, the public and fellow employees.

3. Special Qualifications:

   None.

4. Work Environment:

   Employee works in a typical office setting with typical climate controls. Tasks require a variety of physical activities such as walking, standing, stooping, sitting, reaching, which may involve light muscular strain. Job functions normally require talking, hearing and seeing. Common eye, hand, finger dexterity required for most essential functions. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking and creative problem solving.

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I _____ have reviewed the above job description. Date:_____

(Employee)

North Central Regional Transit District

Job Description

Title:	Human Resources/Safety and Risk Administrator	**Code:**	120
Division:	Executive	**Effective Date:**	04/13
Department:	Administration	**Last Revised:**	

GENERAL PURPOSE

Performs a variety of **professional and technical administrative** duties related to planning, organizing, directing, coordinating and implementing a district human resources (HR), occupational health and safety and risk mitigation programs. This is an "At-Will" classification which means the Human Resources/Safety and Risk Administrator serves at the will of the Executive Director and may be removed at any time without cause, notice, or right of appeal.

SUPERVISION RECEIVED

Works under the policy guidance and direction of the Executive Director.

SUPERVISION EXERCISED

Provides functional supervision to district staff, supervisors and managers engaged in the day-to-day compliance with HR policies.

ESSENTIAL FUNCTIONS

Human Resources: Manages all aspects of the district Human Resource Management functions; develops and implements personnel policies; recommends and implements guidelines and practices; oversees personnel file management; assures completeness and confidentiality of HR records; monitors and assures district-wide compliance with federal and state statutes; solicits legal opinions in matters of liability; investigates alleged violations of law and HR regulations. Serves as the District's Equal Employment Opportunity (EEO) Officer.

Manages district recruitment and selection processes; conducts formal recruitments for vacant and created positions; determines testing procedures and successive hurdles; monitors and verifies appointments are made in accordance with established policies and procedures; may direct the administration of selection tests to applicants.

Develops and implements new staff orientation program; oversees, develops and implements ongoing mandatory staff training for all staff, i.e., code of conduct, sexual harassment, accident reporting, drugs in the workplace, conflict of interest, etc.; provides training and staff support to supervisors.

Assists department heads and supervisors in the development and implementation of communication, recognition, training and incentive programs; assists employees to resolve work related problems; develops working relationships with community professionals as needed to secure special employee assistance.

Oversees general employee relations processes; monitors application of policies to assure fair and consistent treatment of employees, i.e., recruitment, selection, compensation, advancement, etc.; resolves complex issues related to compensation, discipline and discharge; administers district grievance process; administers proactive employee relations program, promotes harmony among workers and resolves grievances; coordinates the appeals and grievance hearing.

Plans and directs implementation and administration of benefits programs designed to insure employees against loss of income due to illness, injury, layoff, or retirement; directs preparation and distribution of written and verbal information to inform employees of benefits programs such as insurance plans, pension plans, paid time off, and special employer sponsored activities; analyzes existing benefits policies; acts as benefit plan administrator; reviews and researches changes in IRS rules and regulations affecting district benefit operations and programs.

Oversees agency compensation programs and system; conducts internal and external studies to assure pay equity and market competitiveness; directs overall performance evaluation program through department heads and supervisors; administers and interprets district merit system; develops and implements personnel management rules as required by law; monitors leave practices, overtime practices, etc.; monitors employee pay progression based upon established policy and practice.

Approves personnel actions and manages record keeping functions related to insurance coverage, pension plan, and human resource transactions such as hires, promotions, transfers, performance reviews, and terminations; directs or performs the preparation of employee separation notices and related documentation, and conducts exit interviews to determine reasons behind separations; prepares reports and recommends procedures to reduce absenteeism and turnover.

Manages district efforts to maintain a drug-free workplace; promotes drug free lifestyles to assure employee, co-worker and general public safety; conducts employment pre-offer and post-offer drug screenings; coordinates and conducts random drug testing of workforce to assure compliance with ordinance and various state and federal regulations.

Workers Compensation: Establishes and maintains working relationships with state workers compensation fund administrators and self-insurance provider; ensures timely submission on-the-job accidents and incidents; may conduct initial investigation into reported accidents; coordinates with insurance carriers for "coordination of benefits" as appropriate.

Risk & Safety: Participates as a member of an executive committee; contributes to the collective assessment and development of planning, coordination and problem solving; assists in the formulation of strategies for the implementation and accomplishment of goals and objectives; designs a safety program consistent with OSHA requirements that sets up processes to mitigate accidents and work-related injuries; conducts regular safety audits of district facilities and operations.

Assists with the processing of worker's compensation claims; may monitor number, type and cost of claims; may perform employee follow-up to schedule timely return of worker to the job; assists to prepare reports and submits to Workers Compensation insurance carrier as required.

Insurance & Liability: Establishes ongoing working relationships with insurance providers including, property liability, vehicle liability, errors and omissions and general liability coverage; monitors insurance provider handling of various claims; assists in the tracking and documentation of claim information; may offer testimony in court cases as needed.

Performs related duties as assigned.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. Graduation from college with a bachelor's degree in human resource management, public administration or a related field;

   AND

   B. Four (4) years of progressively responsible work experience creating, implementing, or delivering training and organizational development programs, human resources, risk administration, safety management or related field;

2. **Considerable knowledge of** human resource management theory, methods, and practices; the legal environment related to human resource management, i.e., FLSA, FLMA, ADA, EEO, COBRA, etc.; benefit, retirement, and compensation laws and guidelines; employee classification, compensation and benefits, recruitment, selection, training, and labor relations; departmental operations including applicable laws and regulations; principles of supervision, including evaluation and motivation; federal and state laws as they apply to human resource management practices; benefit programs, state and federal, i.e., FSA's, HAS's, pension options, etc.; benefit costing procedures; training methods; basic computer operation. **Working knowledge of** budget development and fiscal accounting principles, practices and procedures; risk management and safety practices.

   Considerable skill in the art of diplomacy and cooperative problem solving; leadership and organizational behavior management; establishing and maintaining effective working relationships with State, Federal, and other local officials, elected officials, and subordinate staff. Skill in the operation of PC Computer, related software, calculator, fax machine, copy machine, telephone.

   Ability to communicate effectively, verbally and in writing; prepare and analyze comprehensive reports; maintain quality work production while dealing with deadline pressures imposed from within and without the division; make basic decisions where established procedures do not always apply; perform complex mathematical computations; operate personal computer and apply various program applications related to word processing, spread sheets and desktop publishing; develop effective working relationships with supervisor, fellow employees, and the public.

3. Special Qualifications:

   Professional certification as PHR or SPHR is required.

4. Work Environment:
   Incumbent of the position performs in a typical office setting with appropriate climate controls. Tasks require variety of physical activities, not generally involving muscular strain, such as walking, standing, stooping, sitting, reaching, talking, hearing and seeing. Common eye, hand, finger dexterity required to perform essential job functions but may be accommodated. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking and creative problem solving.

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I _____ have reviewed the above job description. Date:_____ _____
(Employee)

North Central Regional Transit District

Job Description

Title:	Public Information Officer	**Code:**	125
Division:	Public Information	**Effective Date:**	04/13
Department:	Administration	**Last Revised:**	

GENERAL PURPOSE

Provides a variety of **complex professional, technical and administrative duties** related to promoting media relations, employee communications, and community relations to enhance public awareness of NCRTD operations, services and programs. Plans, organizes and coordinates a variety of marketing activities which involves the development and design of promotional and informational and educational materials. Acts as the NCRTD spokesperson.

SUPERVISION RECEIVED

Works under general supervision of the NCRTD Executive Director.

SUPERVISION EXERCISED

May provide functional supervision to assigned administrative support staff on a project-by-project basis.

ESSENTIAL FUNCTIONS

Provides professional support to the Executive Director by developing methods and materials to promote District activities and events; assist District departments with communication needs and projects; assists in the preparation of budget recommendations; manages marketing and related budget allocations and ensures compliance with established fiscal guidelines.

Responsible for focusing on the strategic positioning of the District's image and brand; performs a variety of marketing, communication and production activities for the North Central Regional Transit District; provides leadership in developing, directing and coordinating efforts to increase the public and community support for public transportation.

Plans, develops, organizes and coordinates district wide community outreach and information programs; develops marketing campaigns and advertising; determines appropriate use of promotional/educational materials; handles multiple facets of public and media relations and marketing using print, broadcast, digital and internet/email applications to achieve optimum results and cost control; writes and produces press releases, public service announcements, white papers, newsletters, brochures, annual report and other educational / promotional materials; oversees speech writing activities and the development of presentations.

Coordinates and plans cooperative production, programming or special events efforts; provide ongoing marketing and advertising to the member agencies and district customers; assists in the strategy, organization, coordination and implementation of inter-agency activities and programs; initiates public outreach; develops and conducts opinion surveys for internal and external customer and constituent perceptions to improve the effectiveness of the District's customer and visitor interface as well as collect information for District initiated programs and policies.

Represents the Executive Director and District in a variety of capacities as assigned and serve as a member of various teams and committees; may serve as a member of an executive management team; serves as liaison with media and press, community and advocacy groups and elected officials and their staffs as directed by Executive Director; Technical representative to related local, regional, and statewide planning agencies and marketing groups; performs outreach to key and diverse constituencies to support public transit.

Responsible for promoting the District at such venues as trade shows, expositions, community events, job fairs, etc.; attends meetings; write guest columns and letters to newspaper editors.

Work with the Executive Director in responding to requests from constituents, customers, media and elected officials and their staffs; processes and follows up on inquiries, complaints and comments from the public that are not easily solved/resolved by contact with a single person/entity; pursues resolution within the established guidelines of the District; may make recommendations effecting change in programs, policy and established practice, i.e., "Crisis Communication Plan" and "Media Relations Guidelines".

Serves as Web Master; manages the content, layout and functionality of the District web site; maintains working relationship with 3rd-party server host; develops internal and external District communications, including newsletters, brochures, website, advertising and press releases; plans and develops District's use of technology to improve communications to the public; works with departments to promote District programs.

Operates personal computer and various software applications, i.e.; Microsoft Office (Excel, Word, Access, Power Point) Adobe Illustrator, PhotoShop, PageMaker, Scheduler Plus or other scheduling software, etc., as needed to establish databases, communication documents, illustrations and publications;

Performs other related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. Graduation from an accredited college or university with a Bachelor's degree in Marketing, Communication's, Journalism, Public Relations or a closely related field;

   AND

   B. Five (5) years of verifiable professional public information, marketing, advertising, public education and outreach and event planning experience with the utilization of a wide variety of media;

   OR

   C. An equivalent combination of education and experience

2. Knowledge, Skills and Abilities:

   Considerable Knowledge of contemporary marketing and public information principles, practices and techniques; media industries in the District service area; advertising, marketing and public relations practices and techniques; Advertising strategies and campaigns; principles of design and layout techniques; public or platform speaking, proposal development, creative writing and presentation skills; organizational politics; negotiation techniques; strong interpersonal group motivation and communication skills; principles of salesmanship; desktop publishing. **Working knowledge of** photography and typography; principles and practices of public information records management.

   Considerable skill in the art of diplomacy and cooperative problem solving. **Skill in** using personal computers and applicable software applications including spreadsheets, publishing and data base programs; operating audio visual equipment; public speaking; developing, coordinating and delivering public information materials for District programs and activities; responding to requests and inquiries from media and the general public; math skills; English and grammar skills; methods and techniques of researching and interpreting data and information.

   Ability to draft reports, documents and agreements; analyze a variety of program issues and problems and make recommendations; Develop creative ideas in relation to public information projects; develop and implement marketing plans; organize and coordinate advertising programs; promote existing, new and special transit services; design and develop a variety of promotional, information and educational materials; demonstrate proficiency in the use of various software applications, i.e., MS Word, Excel, Outlook, PowerPoint, Adobe, Publisher and/or other design software; maintain expenditures within budget constraints; negotiate and coordinate contract services; prepare, edit and proofread written materials; make public presentations and communicate effectively both orally and writing; establish and maintain effective and cooperative working relationships with District Employees, member entities and the general public; provide effective customer service; plan, organize and implement special events; coordinate activities with other groups and agencies; work independently and deal effectively with stress caused by work load and time deadlines.

3. Special Qualifications:

   Must possess a valid State of New Mexico driver's license with a satisfactory driving record. Must be able to work with no advance notice additional hours, evenings, on-call, holidays and weekends and be able to travel.

4. Work Environment:

   Incumbent of the position generally performs in a typical office setting with appropriate climate controls. Tasks require a variety of physical activities, generally involve moderate muscular strain, such as walking, standing, stooping, sitting, reaching and lifting. Must be able to lift 20 lbs. Regular talking, hearing and seeing required in the normal course of performing the job. Common eye, hand and finger dexterity required to perform some essential functions. Mental application utilizes memory for details, listening, verbal instructions, emotional stability, discriminating thinking and creative problem solving. Frequent travel required in normal course of job performance.

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I _____ have reviewed the above job description. Date:_____ _____

(Employee)

North Central Regional Transit District

Job Description

Title:	Projects & Grants Specialist	**Code:**	130
Division:	Executive	**Effective Date:**	04/13
Department:	Administration	**Last Revised:**	

GENERAL PURPOSE

Perform a variety of **professional and technical administrative duties** related to analyzing, evaluating, planning, and coordinating overall transit services and infrastructure of the NCRTD.

SUPERVISION RECEIVED

Work under general supervision of the Executive Director.

SUPERVISION EXERCISED

None.

ESSENTIAL FUNCTIONS

Coordinate major special operational and/or administrative projects including service restructuring plans and activities related to service changes; direct or perform studies of transit routes and service plans; create and coordinate production of transit schedules; monitor and maintain the schedule integrity of the transit system; assess and implement services changes; conduct cost analysis for new and existing routes; perform complex data analysis and analyze performance data.

Coordinate special projects including District's compliance with the Americans with Disabilities Act, Title VI, Federal and State compliance and Para-transit and demand services evaluations.

Perform grant research, prepare and submit applications, monitor compliance with grant specifications and conditions; prepare and submit various financial reports as required by grantors; coordinate interdepartmental contributions to various projects including Operations, Finance and the Public Information Office.

Identify and research the sources of funding and prepare applications and amendments and monitor and comply with funding requirements.

Prepare Requests for Qualifications and Requests for Proposals to solicit service for the NCRTD. Ensure Federal, State, and Agency Procurement Code is followed. Assess and evaluate RFP/RFQ responses, participate in the decision–making process.

Review approved service plans, evaluate and design new and existing bus routes. Review of existing routes should include route effectiveness, safety and functionality along with economic performance; develop, track, and analyze District system performance measures.

Track and record ridership on all routes as well as total annual ridership for monthly reporting, analyze ridership information reported by each driver on their daily route tally sheet. Ensure that all reports are turned in for tabulation and inclusion in statistics; prepare appropriate monthly statistical reports including illustrative information on each route, ridership performance, as well as total annual tracking for reporting to Executive Director and Board.

Evaluate customer, board member and public requests for service changes; facilitate Tribal subcommittee meetings and act as Tribal liaison. May represent the District at various stages in the regional transportation planning process with the Northern Pueblos Regional Planning Organization and the Santa Fe Metropolitan Planning Organization. Guide decisions regarding the provision of the transit services with insight into operational/functional impacts; prepare analysis and appropriate responses; support activities related to the development of transit/transportation plans and programs, support strategic planning and the development and implementation of short term and long range goals.

Perform tasks associated with Federal and State reporting requirements which include (but not limited to) NTD and Rural Transit Data reports, DBE reports, grant/funding progress reports, etc.

Coordinate with Operations Department and Public Information Office to develop plans to promote new routes and major changes that offer the greatest opportunity for increased ridership.

Conduct special projects, perform analyses and develop plans as requested by Executive Director; prepare Board reports and other reports; utilize AVL/CAD software to generate, analyze and prepare management assessments as needed; act as DBE liaison; prepare and manage the Agency's Title VI policy.

Perform other related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. Graduation from college with a bachelor's degree from an accredited college or university in Transportation, Public Administration, Transportation Planning, Business Administration or other related field;

   AND

   B. Three (3) years of (full-time equivalent) verifiable professional transit planning or related operational or administrative experience;

   OR

   C. An equivalent combination of education and experience.

2. Knowledge, Skills and Abilities:

Considerable knowledge of transit service planning and in-transit scheduling; manual and automated schedule making, run cutting techniques and rostering; methods and techniques of researching and interpreting data and information; transit planning and transit scheduling including transit demand modeling; multi-modal networks and alternative transit modes; principles and practices of public transit systems; federal and state funding sources related to transit; statistical methods and proficiency with related software. Some knowledge of socioeconomic data collection and analysis methods; forecasting and modeling processes; GIS software and mapping methods and practices including buffering, spatial joining and geo-processing; traffic data collection and management; travel model and emission model concepts.

Skill in the art of diplomacy and cooperative problem solving; using personal computers and applicable software applications including spreadsheets and data base programs; public speaking; responding to requests and inquiries from the general public as authorized.

Ability to identify funding sources and write grants and to aggressively pursue potential and innovative funding and revenue generation ideas and leads from local, state and federal funding sources; conduct statistical and cost/benefit analysis; prepare complex financial and analytical reports and grants; research, analyze and evaluate a variety of data including financial, organizational, administrative and operational; prepare concise and effective written communications; manage multiple projects and operations simultaneously; work independently under time deadlines and within project budget; maintain credibility while balancing competing demands within the District; build and maintain effective working relationships with those contacted in the course of work using principles of good customer service; make public presentations and communicate effectively both orally and in writing; establish and maintain positive, effective and cooperative working relationships with District Employees, member entities and the general public; exercise independent judgment in the analysis and solution of complex service planning and scheduling issues.

3. Special Qualifications:

Must be available to work outside regular business hours, as required by the demands of the job. Must possess a valid driver's license with a satisfactory driving record. Demonstrated skill in computer software programs including MS Word, Excel, Outlook, and PowerPoint. Familiarity working in union and non-union environments.

4. Work Environment:

Incumbent of the position generally performs in a typical office setting with appropriate climate controls. Tasks require a variety of physical activities, generally involve moderate muscular strain, such as walking, standing, stooping, sitting, reaching and lifting. Must be able to lift 20 lbs. Regular talking, hearing and seeing required in the normal course of performing the job. Common eye, hand and finger dexterity required to perform some essential functions. Mental application utilizes memory for details, listening, verbal instructions, emotional stability, selective thinking and assessment, and creative problem solving.

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I _____ have reviewed the above job description. Date:_____ _____
(Employee)

North Central Regional Transit District

Job Description

Title:	Executive Assistant	**Code:**	135
Division:	Executive	**Effective Date:**	04/13
Department:	Administration	**Last Revised:**	

GENERAL PURPOSE

Performs a variety of **complex administrative support** duties designed to expedite executive, administrative and general business functions of the office of the Executive Director, including Board of Directors support, correspondence, executive scheduling, travel, special projects and non-technical Human Resources coordination.

SUPERVISION RECEIVED

Works under general supervision of the NCRTD Executive Director.

SUPERVISION EXERCISED

None.

ESSENTIAL FUNCTIONS

Performs critical, highly responsible, sensitive, and confidential administrative and office support functions for the Executive Director; assumes responsibility for overall administrative functions of the Executive Office and clerical support of assigned aspects of the human resource function.

Develops Executive Directors monthly report to the Board of Directors for Board Packet, prepares information for Board meetings and coordinates as necessary; coordinates the review and receipt of items going before the Board; ensures timely advertising and posting of official meetings schedules, coordinates with Public Information Officer as needed; attends various board, sub-committee and task force meetings and takes official minutes.

Screens calls and visitors; and responds to highly critical inquiries by telephone, regular mail, and email; exercises discretion and judgment when responding to correspondence requests and questions on behalf of the Executive Director; follows established protocol and precedent to resolve issues, questions and problems at the most appropriate levels of the organization.

Assists to monitor overall compliance with NCRTD regulations, federal regulations, state laws, etc., related to medical leave, ADA, FLSA, FMLA, ADEA and related public policy impacting the employee/employer relationship.

Performs and maintains clerical functions in support of the human resources functions related to personnel policy maintenance and distribution, human resources documentation and personnel files, adherence to policies and procedures, employee benefits, and employee orientation; distributes performance management and appraisal instruments for annual reviews; creates official employee records performing data input for the HRIS; performs leave accounting; maintains files and documentation regarding executive staff, including timekeeping reports, evaluations, and disciplinary actions; conducts benefits/insurance open enrollment events; prepares proper documentation for termination, leave payout, continuation of benefits, etc.

Prepares meeting agenda(s); attends various Board, Executive and staff meetings and takes meeting minutes and notes; prepares transcriptions and other records; organizes, and maintains a wide variety of electronic and paper files and other critical documents; verifies accuracy of meeting records and creates official files for storage and preservation; follows established archiving and records management procedures for the ongoing maintenance of NCRTD documents and records.

Monitors deadlines given to department and division heads for reports and requests; completes critical and time-sensitive documents; provides confidential assistance to the communication efforts of the Executive Director's office; researches, analyzes, and presents data for reports and other documents as maybe requested;

Maintains Executive Director's schedules and calendars; and coordinates travel arrangements, meetings, and conferences; composes and coordinates the preparation of reports, policies, procedures, and operating manuals; as well as letters and other correspondence; proofreads for accuracy, correct form, content and proper English usage.

Receives, verifies and processes various accounts payable billings and invoices; ensures proper and timely submission to enable vendor payments.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. Graduation from college with a bachelor's degree in general administration, administrative sciences, or business administration;

   AND

   B. Five (5) years of increasingly responsible administrative support and office clerical experience, that involved frequent public contact; including at least two (2) years as the primary support to an Executive, department head or human resources office;

   OR

   C. An equivalent combination of education and experience.

2. Knowledge, Skills and Abilities:

Considerable knowledge of proper business English usage including spelling, grammar, and syntax; modern office practices and procedures; secretarial procedures and methods related to filing and documenting; English composition, spelling, grammar, punctuation, etc.; business writing; report and presentation writing; personal computers and current office software programs for word processing, spreadsheet, presentation, and databases at the advanced level of proficiency; interpersonal communication skills and telephone etiquette; standard office equipment operation. **Some knowledge of** pertinent District functions, policies, rules and regulations.

Skill in using personal computers and applicable software applications including spreadsheets and data base programs.

Ability to conduct self in an appropriate manner as a representative of the NCRTD working effectively in a diverse work environment; quickly learn District operations, programs, policies, procedures, and the functions of the assigned office. Perform assigned administrative support functions with speed and accuracy under time pressure; operate a computer including word processing, spread sheet and data base applications; perform basic mathematical calculations; understand and explain District and department policies and procedures; maintain records and files; research and compile data and information, and apply analytical skills; develop and monitor divisional budgets and establish budgetary controls; prepare concise and effective written communications; manage multiple projects and operations simultaneously; work independently under time deadlines; build and maintain effective working relationships with those contacted in the course of work using principles of good customer service; communicate effectively both orally and writing in an office environment; maintain confidentiality.

3. Special Qualifications:

Must be a notary public. Must be available to work outside regular business hours, as required by the demands of the job. (Must possess a valid Driver's License with a satisfactory driving record. Demonstrated skill in computer software programs including MS Word, Excel, Outlook, and PowerPoint. Demonstrate regular and reliable attendance. Project a positive image and support for the Executive Director's Office and NCRTD at all times.

4. Work Environment:

Incumbent of the position generally performs in a typical office setting with appropriate climate controls. Tasks require a variety of physical activities, generally involve moderate muscular strain, such as walking, standing, stooping, sitting, reaching and lifting. Must be able to lift 20 lbs. Regular talking, hearing and seeing required in the normal course of performing the job. Common eye, hand and finger dexterity required to perform some essential functions. Mental application utilizes memory for details, listening, verbal instructions, emotional stability, discriminating thinking and creative problem solving.

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I _____ have reviewed the above job description. Date:_____ _____

(Employee)

North Central Regional Transit District

Job Description

Title:	Transit & Maintenance Operations Director	**Code:**	**200**
Division:	Operations Administration	**Effective Date:**	04/13
Department:	Operations	**Last Revised:**	

GENERAL PURPOSE

Provides a variety of **professional managerial and administrative duties** related to planning, organizing, directing and coordinating the day-to-day delivery of transportation services for fixed route, express, commuter, demand and para-transit services; including central dispatch/customer services and fleet and facility maintenance operations. Ensures efficient, safe and State and Federal compliant services to the public. This is an "At-Will" classification which means the Transit and Maintenance Operations Director serves at the will of the Executive Director and may be removed at any time without cause, notice, or right of appeal.

SUPERVISION RECEIVED

Works under the policy guidance and direction of the Executive Director.

SUPERVISION EXERCISED

Provides general supervision to the Fleet & Facilities Manager, Transit Supervisor(s) and assigned support staff as needed.

ESSENTIAL FUNCTIONS

Manages, plans, coordinates, and evaluates the delivery of District-wide transportation services; oversees all supervisory personnel in transportation and maintenance to ensure the effective assigning, scheduling and dispatching of bus drivers and vehicles and maintenance of fleet and facilities; conducts special projects, performs analyses and develops plans as requested by Executive Director.

Develops and implements transportation service goals, objectives, policies, procedures and work plans; manages complex data analysis projects, oversees the maintenance of related records systems and databases for transportation delivery tracking and research purposes, and administers complex programs and assigned projects; oversees and monitors the tracking and recording of ridership on all routes as well as total annual ridership for monthly reporting.

Prepares and administers the budget for the transit and facility and fleet maintenance divisions; identify and research the sources of funding and monitor and comply with funding requirements.

Manages the work of staff including coaching staff for improvement and development, training, assigning, reviewing and evaluating work performance; coordinating activities, maintaining standards, allocating personnel, selecting new employees, acting on employee problems and recommending and implementing employee discipline.

Monitor staff compliance with policies and procedures; as well as local, state and federal rules and regulations; manages the proper maintenance of employee record's and department statistics related to assigned operations.

Directs operators and other assigned staff during emergencies or critical situations, equipment breakdowns and service delays; may serve as the Districts representative and liaison at city or county emergency operations command centers if requested.

Communicates, implements, and monitors adherence to OSHA regulations, as well as OSHA Regulations in support of District safety programs and policies.

Perform tasks associated with Federal and DOT reporting requirements, including, but are not limited to, providing oversight relative to the Drug and Alcohol program reporting requirements; providing preparation for annual site visits, including review of policies and procedures in the TOPPS, SSEPP plan, and Operations Profile and the preparation of a response to DOT when annual review report is received.

Supports activities related to the development of transit/transportation plans and programs, supports strategic planning and the development and implementation of short term and long range goals, in guiding decisions regarding the provision of the transit services with insight into operational/functional impacts.

Coordinates with Public Information Office to promote new routes and major changes that offer the greatest opportunity for increased ridership; supervises and investigates and resolves customer complaints.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. A Bachelor's degree from an accredited four-year college or university in Transportation, Public Administration, Transportation Planning, Business Administration or directly related field;

   AND

   B. Eight (8) years of increasingly responsible experience in transit operations, three (3) years of which in a supervisory capacity;

   OR

   C. An equivalent combination of education and experience.

2. Knowledge, Skills and Abilities:

Thorough Knowledge of transit system operations, including principles of organization, routing and scheduling; principles and practices of supervision including employee relations, performance evaluation, employee motivation and training, delegation and employee discipline; Federal, State and local laws, legislative mandates, regulations, policies and guidelines related to the operation of a public transit system; principles and practices of safe working practices in transit operations; experience in manual and automated schedule making, run cutting techniques and rostering; methods and techniques of researching and interpreting data and information; transit planning and transit scheduling including transit demand modeling; multimodal networks and alternative transit modes; principles and practices of public transit systems; high quality customer methodologies and principals.

Considerable skill in the art of diplomacy and cooperative problem solving. **Skill in** computer software programs including MS Word, Excel, Outlook, and PowerPoint; operating audio visual equipment; public speaking; math skills; English and grammar skills; methods and techniques of researching and interpreting data and information.

Ability to maintain confidentiality related to all privileged documents and information; Plan and supervise the work of subordinate staff including coordinating, prioritizing, assigning, monitoring, and evaluating work; hiring, training, counseling, disciplining staff and processing grievances; analyze and recommend solutions to complex operational and personnel problems and issues; make sound decisions, establish and maintain procedures or effective daily operation of the transit system; operate a computer including word processing, spread sheet and database applications; perform basic mathematical calculations; develop and monitor a department and divisional budgets and establish budgetary controls; prepare concise and effective written communications; manage multiple projects and operations simultaneously; work independently under time deadlines and within project budget; maintain credibility while balancing competing demands within the District; build and maintain effective working relationships with those contacted in the course of work using principles of good customer service; make public presentations and communicate effectively both orally and writing; establish and maintain effective and cooperative working relationships with District Employees, member entities and the general public; exercise independent judgment in the analysis and solution of complex service delivery and scheduling issues.

3. Special Qualifications:

Must possess a valid Driver's License with a satisfactory driving record. Must be able to obtain a CDL license within one year of employment with the District. Must be able to work with no advance notice additional hours, evenings, on-call, holidays and weekends and be able to travel. This position is deemed to be a safety sensitive position under FTA drug and alcohol regulations, and therefore is subject to random drug testing.

4. Work Environment:

Incumbent of the position generally performs in a typical office setting with appropriate climate controls. Tasks require a variety of physical activities, generally involve moderate muscular strain, such as walking, standing, stooping, sitting, reaching and lifting. Must be able to lift 20 lbs. Regular talking, hearing and seeing required in the normal course of performing the job. Common eye, hand and finger dexterity required to perform various essential functions. Mental application utilizes memory for details, listening, verbal instructions, emotional stability, discriminating thinking and creative problem solving. Frequent travel required in normal course of job performance.

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I _____ have reviewed the above job description. Date:_____ _____

(Employee)

North Central Regional Transit District

Job Description

Title:	Transit Shift Supervisor	**Code:**	**205**
Division:	Field Operations	**Effective Date:**	04/13
Department:	Operations	**Last Revised:**	

GENERAL PURPOSE

Performs a **variety of first-line supervisory duties** as needed to organize, coordinate and oversee day-to-day delivery of safe, efficient and on time transportation services to the customer throughout the NCRTD.

SUPERVISION RECEIVED

Works under the general supervision of the Transit & Facilities Operations Director.

SUPERVISION EXERCISED

Provides close to general supervision to Transit Driver(s) and Customer Service Representative(s).

ESSENTIAL FUNCTIONS

Performs variety of supervisory, administrative, reporting, tracking and customer service tasks as needed to fulfill daily transportation commitments and schedules; monitors services in process and evaluates operational performance to ensure quality and customer satisfaction; trouble shoots and manages emergency situations, adjusts to customer issues; assess best solution and utilizes most effective and efficient resources.

Ensures that Transit Operators and Dispatcher/customer service representatives observe and adhere to all federal, state and local laws, rules and procedures; and to all District and Transit Division operating policies and procedures; observes and adheres to policies and procedures specified in the current Collective Bargaining Agreement.

Monitors and evaluates Transit Operators and Dispatcher/customer service representatives in-service performance provides additional instruction and feedback, recommends additional training when needed, and documents information used for progressive discipline in conformance with District policies and Collective Bargaining Agreement.

Provides instruction and evaluation to Transit Operators and Dispatcher/customer service representatives in behind the wheel skills; proper pre-trip and post-trip bus inspections; safety and security issues; defensive driving, customer relations and emergency management skills; and proper accident procedures and prevention techniques; conducts new hire orientation, training and evaluation; and annual refresher training programs.

Assists, monitors, and oversees Dispatcher//Customer Services Representatives and Transit Operators with special re-routing due to road closures caused by weather, street construction, traffic accidents, etc.

Oversees and monitors the preparation of the daily/weekly work schedule by the Dispatcher/customer service representatives/Customer Services Representatives to ensure adequate coverage of all bus routes.

Performs field supervisory duties, e.g., customer relations; on-time performance; ride checks; route evaluation; re-routing; bus stop and passenger shelter inspections; accident/incident investigations; and coaching and guidance.

Prepares and submits bi-weekly, for each Transit Operator and Dispatcher/customer service representative under their supervision, a computerized payroll form.

Maintains up-to-date Transit Operator and Dispatcher/customer service representative files documenting all performance appraisal reviews, commendations, training, incidents and accidents, informal coaching and guidance, written reprimands, and formal disciplinary actions.

Serves as Dispatcher/customer service representative or Transit Operator in cases of emergency or because of unforeseen staffing shortages.

Assures drivers are available and assigned to vehicles in computer system; monitors actual performance via AVL/MTD and two-way radio systems (for future CAD software).

Analyzes and makes recommendations regarding schedule adherence, and other operational needs or problems; reports discrepancies and/or unsafe conditions to appropriated personnel; and recommends and implements corrective actions. Reviews schedule for any necessary changes.

Receives, researches, and resolves customer complaints; opens/closes facility to allow access for employees; issues oral and written instructions to staff on schedule changes, fares, policies, etc.; updates staff and files with various document information.

Performs related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. Graduation from high school or GED;

   AND

   B. Six (6) years of progressively responsible experience in passenger bus transportation (i.e., school bus, fixed-route, Para-transit, transit agency, charter bus, etc.) work experience; two (2) years of which must have been in a lead position;

   OR

   C. An equivalent combination of education and experience related transit field services supervision.

2. Knowledge, Skills and Abilities:

   Considerable Knowledge of supervisory principles and practices. Ability to use computers and variety of software programs; the ability to plan, assign, direct, coordinate and review the work of others; to establish effective working relationships with associates and the public; to communicate effectively and to produce required reports relative to transit operations; principles and practices of customer service and public relations methods; operation principles, methods, systems and traffic regulations to be used in implementing an efficient, safe and dependable transit program; applicable federal, state and local laws, rules and regulations.

   Some Skill in operation of transportation vehicles, computer operations, etc.

   Ability to read and understand maps and time tables, which includes determining directions and following a mapped-out route; use prudent judgment and common sense in making quick, safe decisions with minimal supervision and adapt to constantly changing operating environments; work unusual hours, split shifts, weekends, holidays, and overtime as required; effectively communicate, both orally and in writing, while interacting with customers and RTD staff in a courteous, professional manner. This includes providing good customer service by attending to the needs of a diverse customer base in a sensitive manner; work and maintain professional composure while under stress and pressure; handle matters of a confidential nature; climb stairs, reach above shoulder level, walk for an extended distance, bend, stoop, lift, and push/pull up to 70 pounds without assistance as well as sit for an extended length of time; work effectively in a diverse workforce.

3. Special Qualifications:

   For Driving by District Regulations: (1) Ability to sit without discomfort for prolonged periods of time on a variety of driver's seats in different models of transit vehicles, and fit behind the steering wheel with clearance between abdomen and wheel; (2) turn head up to 180 degrees in either direction on a regular and frequent basis; (3) walk to enter and exit the vehicle. **For Wheel Chair Tie-Downs;** Ability to bend, crouch, and/or kneel and balance while simultaneously manipulating and fastening tie-down straps. **Licensing and Special Requirements:** (1) Must obtain and maintain a valid State of New Mexico Commercial Driver's License(CDL-A or B) with (P) endorsement and airbrake certification or must obtain and maintain a NM Commercial Driver's License (CDL-A or B) with a "P" endorsement through the North Central Regional Transit District within six (6) weeks of hire date and meet the District's driving standards; obtain and maintain all other endorsements/clearances required by DMV and obtain DOT medical certificate and maintain such for the duration of employment as a Driver. (2) Must satisfactorily complete the District's New Operator Training Program. This position is deemed to be a safety sensitive position under FTA drug and alcohol regulations, and therefore is subject to random drug testing.

4. Work Environment:

   While performing the duties of this job, the employee is normally within a field environment; exposure to dust, fumes, exhausts, various noise levels, various temperatures, and chemicals for an extended length of time as well as in various outdoors weather conditions as required. Position requires maintaining physical condition necessary for sitting for prolonged periods of time.

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I _____ have reviewed the above job description. Date:_____ _____

(Employee)

North Central Regional Transit District

Job Description

Title:	Transit Driver III/Lead	**Code:**	**210**
Division:	Field Operations	**Effective Date:**	04/13
Department:	Operations	**Last Revised:**	

GENERAL PURPOSE

Performs **advanced, CDL licensed duties** in the operation of assigned NCRTD transport and passenger vehicles as needed to travel assigned fixed and "demand" service routes. Must possess a CDL license with multi-passenger "P" endorsement. Assists with field training duties as assigned.

SUPERVISION RECEIVED

Works under the close to general supervision of the Transit Shift Supervisor(s) or Transit & Facilities Operations Director.

SUPERVISION EXERCISED

None.

ESSENTIAL FUNCTIONS

Performs various lead driver duties; may be assigned to provide field training and mentor new Transit Drivers as they are shadowing during introductory/probationary periods; may conduct field performance exams testing new hires regarding processes, procedures, routines and operating policies and practices.

Operates assigned passenger vehicles employing defensive driving techniques, maintaining professional courtesy while under stress, making public address announcements, properly answering questions and solving transit-related concerns of passengers, and exercising prudent judgment under a variety of constantly changing operating conditions.

Conducts self in an appropriate manner as a representative of the RTD, working effectively in a diverse work environment, using prudent judgment at all times, performing duties in a safe manner, and assuring professional quality of services to all external and internal customers.

Operates transit vehicles in revenue and non-revenue service while in strict compliance with RTD policies, directives, and procedures and all Federal and New Mexico traffic laws and regulations. This includes using proper defensive driving techniques.

Performs RTD pre and post trip inspection of transit vehicles for mechanical problems prior to beginning scheduled run. This includes conducting an external/internal visual inspection of the transit vehicle and pre-testing of necessary equipment, operating/safety devices, and transit vehicle controls for use while in service. Also conducts an internal visual inspection at the end of the schedule service day to collect and turn-in lost items.

Completes accident and incident reports accurately and legibly as necessary at the end of scheduled shift resulting from traffic accidents, customer issues or complaints.

Provides customer service information in a courteous, professional manner. This includes operating the automated stop announcements system and /or stating stop and public information announcements over the public address systems, and properly answering questions and solving transit-related concerns of passengers.

Complies with American with Disabilities Act (ADA) in operating the transit vehicle. This includes providing accessibility for disabled passengers to board and de-board by properly operating the accessibility lift and safely securing such passengers in a courteous manner, announcing designated stops, and pre-testing all passenger accessibility lifts and equipment during pre-trip inspections.

Communicates with Central Dispatch for the purpose of providing information on fares, transfers, ticket refunds, routes, and other District Transit policies and rules concerning conduct, service, and policy changes.
Informs Central Dispatch of passenger lift pick-up and drop-off locations, and when hydraulic passenger lift fails to operate properly or of missed pickups of passengers.

Observes and responds to emergency situations involving passengers, the public, or buses for the purpose of maintaining public/passenger safety, and proper bus operation.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. Graduation from high school or GED;

   AND

   B. Six (6) years of driving experience and preferred two (2) years of experience performing above or related duties;

   OR

   C. An equivalent combination of education and experience.

2. Knowledge, Skills and Abilities:

   Working Knowledge of stress management, current bus routes and stops within the District; transit system operations, routing and scheduling; basic customer relations techniques, i.e. fostering a positive attitude, maintain a courteous, helpful and professional demeanor, etc.; principles and procedures of record keeping; basic mathematic functions.

   Skill in using personal computers and applicable software applications including spreadsheets; English and grammar skills.

   Ability to successfully complete the Bus Operator Training Program, which includes achieving the required minimum scores on all written and driving tests and evaluations; tell time and keep a timely schedule; read and understand maps and time tables, which includes determining directions and following a mapped-out route; demonstrate maturity sufficient to deal with high volume customer service interaction and related stress; use prudent judgment and common sense in making quick, safe decisions with minimal supervision and adapt to constantly changing operating environments; keep all information confidential within the department; adhere to all approved District policies and procedures and regulations; maintain a clean, healthy, and safe working environment; be responsible and accountable for property assigned; effectively communicate, both orally and in writing, while interacting with customers and RTD staff in a courteous, professional manner. This includes providing good customer service by attending to the needs of a diverse customer base in a sensitive manner.

3. Special Qualifications:

   Must be 21 years of age. **For Driving by District Regulations:** (1) Ability to sit without discomfort for prolonged periods of time on a variety of driver's seats in different models of transit vehicles, and fit behind the steering wheel with clearance between abdomen and wheel; (2) turn head up to 180 degrees in either direction on a regular and frequent basis; (3) walk to enter and exit the vehicle. **For Wheel Chair Tie-Downs;** Ability to bend, crouch, and/or kneel and balance while simultaneously manipulating and fastening tie-down straps. **Licensing and Special Requirements:** (1) Must obtain and maintain a valid State of New Mexico Commercial Driver's License(CDL-A or B) with (P) endorsement and airbrake certification or must obtain and maintain a NM Commercial Driver's License (CDL-A or B) with a "P" endorsement through the North Central Regional Transit District within six (6) weeks of hire date and meet the District's driving standards; obtain and maintain all other endorsements/clearances required by DMV and obtain DOT medical certificate and maintain such for the duration of employment as a Driver. (2) Must satisfactorily complete the District's New Operator Training Program.

4. Work Environment:

   While performing the duties of this job, the employee is normally within a field environment; exposure to dust, fumes, exhausts, various noise levels, various temperatures, and chemicals for an extended length of time as well as in various outdoors weather conditions as required. Position requires maintaining physical condition necessary for sitting for prolonged periods of time.

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I _____ have reviewed the above job description. Date:_____ _____

(Employee)

North Central Regional Transit District
Job Description

Title:	Transit Driver II	**Code:**	**211**
Division:	Field Operations	**Effective Date:**	04/13
Department:	Operations	**Last Revised:**	

GENERAL PURPOSE

Performs **full performance, CDL licensed duties** in the operation of assigned NCRTD transport and passenger vehicles as needed to travel assigned fixed and "demand" service routes. Must possess a CDL license with multi-passenger "P" endorsement.

SUPERVISION RECEIVED

Works under the close to general supervision of the Transit Shift Supervisor(s) or Transit & Facilities Operations Director.

SUPERVISION EXERCISED

None.

ESSENTIAL FUNCTIONS

Operates assigned passenger vehicles employing defensive driving techniques, maintaining professional courtesy while under stress, making public address announcements, properly answering questions and solving transit-related concerns of passengers, and exercising prudent judgment under a variety of constantly changing operating conditions.

Conducts self in an appropriate manner as a representative of the RTD, working effectively in a diverse work environment, using prudent judgment at all times, performing duties in a safe manner, and assuring professional quality of services to all external and internal customers.

Operates transit vehicles in revenue and non-revenue service while in strict compliance with RTD policies, directives, and procedures and all Federal and New Mexico traffic laws and regulations. This includes using proper defensive driving techniques.

Performs RTD pre and post trip inspection of transit vehicles for mechanical problems prior to beginning scheduled run. This includes conducting an external/internal visual inspection of the transit vehicle and pre-testing of necessary equipment, operating/safety devices, and transit vehicle controls for use while in service. Also conducts an internal visual inspection at the end of the schedule service day to collect and turn-in lost items.

Completes accident and incident reports accurately and legibly as necessary at the end of scheduled shift resulting from traffic accidents, customer issues or complaints.

Provides customer service information in a courteous, professional manner. This includes operating the automated stop announcements system and /or stating stop and public information announcements over the public address systems, and properly answering questions and solving transit-related concerns of passengers.

Complies with American with Disabilities Act (ADA) in operating the transit vehicle. This includes providing accessibility for disabled passengers to board and de-board by properly operating the accessibility lift and safely securing such passengers in a courteous manner, announcing designated stops, and pre-testing all passenger accessibility lifts and equipment during pre-trip inspections.

Communicates with Central Dispatch for the purpose of providing information on fares, transfers, ticket refunds, routes, and other District Transit policies and rules concerning conduct, service, and policy changes.
Informs Central Dispatch of passenger lift pick-up and drop-off locations, and when hydraulic passenger lift fails to operate properly or of missed pickups of passengers.

Observes and responds to emergency situations involving passengers, the public, or buses for the purpose of maintaining public/passenger safety, and proper bus operation.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. Graduation from high school or GED;

   AND

   B. Five (5) years of driving experience and preferred one (2) years of experience performing above or related duties;

   OR

   C. An equivalent combination of education and experience.

2. Knowledge, Skills and Abilities:

   Working Knowledge of current bus routes and stops within the District; transit system operations, routing and scheduling; basic customer relations techniques, i.e. fostering a positive attitude, maintain a courteous, helpful and professional demeanor, etc.; principles and procedures of record keeping; basic mathematic functions. **Some knowledge of** stress management.

   Skill in using personal computers and applicable software applications including spreadsheets; English and grammar skills.

   Ability to successfully complete the Bus Operator Training Program, which includes achieving the required minimum scores on all written and driving tests and evaluations; tell time and keep a timely schedule; read and understand maps and time tables, which includes determining directions and following a mapped-out route; demonstrate maturity sufficient to deal with high volume customer service interaction and related stress; use prudent judgment and common sense in making quick, safe decisions with minimal supervision and adapt to constantly changing operating environments; keep all information confidential within the department; adhere to all approved District policies and procedures and regulations; maintain a clean, healthy, and safe working environment; be responsible and accountable for property assigned; effectively communicate, both orally and in writing, while interacting with customers and RTD staff in a courteous, professional manner. This includes providing good customer service by attending to the needs of a diverse customer base in a sensitive manner.

3. Special Qualifications:

   Must be 21 years of age. **For Driving by District Regulations:** (1) Ability to sit without discomfort for prolonged periods of time on a variety of driver's seats in different models of transit vehicles, and fit behind the steering wheel with clearance between abdomen and wheel; (2) turn head up to 180 degrees in either direction on a regular and frequent basis; (3) walk to enter and exit the vehicle. **For Wheel Chair Tie-Downs;** Ability to bend, crouch, and/or kneel and balance while simultaneously manipulating and fastening tie-down straps. **Licensing and Special Requirements:** (1) Must obtain and maintain a valid State of New Mexico Commercial Driver's License(CDL-A or B) with (P) endorsement and airbrake certification or must obtain and maintain a NM Commercial Driver's License (CDL-A or B) with a "P" endorsement through the North Central Regional Transit District within six (6) weeks of hire date and meet the District's driving standards; obtain and maintain all other endorsements/clearances required by DMV and obtain DOT medical certificate and maintain such for the duration of employment as a Driver. (2) Must satisfactorily complete the District's New Operator Training Program.

4. Work Environment:

   While performing the duties of this job, the employee is normally within a field environment; exposure to dust, fumes, exhausts, various noise levels, various temperatures, and chemicals for an extended length of time as well as in various outdoors weather conditions as required. Position requires maintaining physical condition necessary for sitting for prolonged periods of time.

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I _____ have reviewed the above job description. Date:_____ _____

(Employee)

North Central Regional Transit District

Job Description

Title:	Transit Driver I	**Code:**	**212**
Division:	Field Operations	**Effective Date:**	04/13
Department:	Operations	**Last Revised:**	

GENERAL PURPOSE

Performs **working level, non-CDL licensed duties** in the operation of assigned NCRTD transport and passenger vehicles as needed to travel assigned fixed and "demand" service routes.

SUPERVISION RECEIVED

Works under the close to general supervision of the Transit Shift Supervisor(s) or Transit & Facilities Operations Director.

SUPERVISION EXERCISED

None.

ESSENTIAL FUNCTIONS

Operates assigned passenger vehicles employing defensive driving techniques, maintaining professional courtesy while under stress, making public address announcements, properly answering questions and solving transit-related concerns of passengers, and exercising prudent judgment under a variety of constantly changing operating conditions.

Conducts self in an appropriate manner as a representative of the RTD, working effectively in a diverse work environment, using prudent judgment at all times, performing duties in a safe manner, and assuring professional quality of services to all external and internal customers.

Operates transit vehicles in revenue and non-revenue service while in strict compliance with RTD policies, directives, and procedures and all Federal and New Mexico traffic laws and regulations. This includes using proper defensive driving techniques.

Performs RTD pre and post trip inspection of transit vehicles for mechanical problems prior to beginning scheduled run. This includes conducting an external/internal visual inspection of the transit vehicle and pre-testing of necessary equipment, operating/safety devices, and transit vehicle controls for use while in service. Also conducts an internal visual inspection at the end of the schedule service day to collect and turn-in lost items.

Completes accident and incident reports accurately and legibly as necessary at the end of scheduled shift resulting from traffic accidents, customer issues or complaints.

Provides customer service information in a courteous, professional manner. This includes operating the automated stop announcements system and /or stating stop and public information announcements over the public address systems, and properly answering questions and solving transit-related concerns of passengers.

Complies with American with Disabilities Act (ADA) in operating the transit vehicle. This includes providing accessibility for disabled passengers to board and de-board by properly operating the accessibility lift and safely securing such passengers in a courteous manner, announcing designated stops, and pre-testing all passenger accessibility lifts and equipment during pre-trip inspections.

Communicates with Central Dispatch for the purpose of providing information on fares, transfers, ticket refunds, routes, and other District Transit policies and rules concerning conduct, service, and policy changes.

Informs Central Dispatch of passenger lift pick-up and drop-off locations, and when hydraulic passenger lift fails to operate properly or of missed pickups of passengers.

Observes and responds to emergency situations involving passengers, the public, or buses for the purpose of maintaining public/passenger safety, and proper bus operation.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. Graduation from high school or GED;

   AND

   B. Five (5) years of driving experience and one (1) year preferred performing above or related duties;

   OR

   C. An equivalent combination of education and experience.

2. Knowledge, Skills and Abilities:

   Working Knowledge of transit system operations, routing and scheduling; basic customer relations techniques, i.e. fostering a positive attitude, maintaining a courteous, helpful and professional demeanor, etc.; principles and procedures of record keeping; basic mathematic functions. **Some knowledge of** stress management.

   Skill in using personal computers and applicable software applications including spreadsheets; English and grammar skills.

   Ability to successfully complete the Bus Operator Training Program, which includes achieving the required minimum scores on all written and driving tests and evaluations; tell time and keep a timely schedule; read and understand maps and time tables, which includes determining directions and following a mapped-out route; demonstrate maturity sufficient to deal with high volume customer service interaction and related stress; use prudent judgment and common sense in making quick, safe decisions with minimal supervision and adapt to constantly changing operating environments; keep all information confidential within the department; adhere to all approved District policies and procedures and regulations; maintain a clean, healthy, and safe working environment; be responsible and accountable for property assigned; effectively communicate, both orally and in writing, while interacting with customers and RTD staff in a courteous, professional manner. This includes providing good customer service by attending to the needs of a diverse customer base in a sensitive manner.

3. Special Qualifications:

   Must be 21 years of age. **For Driving by District Regulations:** (1) Ability to sit without discomfort for prolonged periods of time on a variety of driver's seats in different models of transit vehicles, and fit behind the steering wheel with clearance between abdomen and wheel; (2) turn head up to 180 degrees in either direction on a regular and frequent basis; (3) walk to enter and exit the vehicle. **For Wheel Chair Tie-Downs;** ability to bend, crouch, and/or kneel and balance while simultaneously manipulating and fastening tie-down straps. **Licensing and Special Requirements:** (1) Must have and maintain a valid State of New Mexico Class "D" Driver's License. Must satisfactorily complete the District's New Operator Training Program.

4. Work Environment:

   While performing the duties of this job, the employee is normally within a field environment; exposure to dust, fumes, exhausts, various noise levels, various temperatures, and chemicals for an extended length of time as well as in various outdoors weather conditions as required. Position requires maintaining physical condition necessary for sitting for prolonged periods of time.

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I _____ have reviewed the above job description. Date:_____ _____
(Employee)

North Central Regional Transit District

Job Description

Title:	Customer Service Representative II	**Code:**	**215**
Division:	Operations Administration	**Effective Date:**	04/13
Department:	Operations	**Last Revised:**	

GENERAL PURPOSE

Performs **full performance level, front-line customer service** as needed to respond to the general public's calls for assistance and information. Performs ongoing clerical and communications functions as needed to expedite the timely recordkeeping and exchange of information for various rider requests and delivery of passenger services. Performs as a backup transit driver requiring a CDL.

SUPERVISION RECEIVED

Works under the close to general supervision of the Transit Shift Supervisor(s) or Transit & Facilities Operations Director.

SUPERVISION EXERCISED

None.

ESSENTIAL FUNCTIONS

Follows daily routine for work day preparations and planning by utilizing AVL/CAD software program; prepares cover sheets identifying route assignments, including "demand" and "set route" assignments; receives and schedules next-day "demand" calls from the general public.

Utilizes AVL/CAD software program to maintain daily ridership numbers; receives and processes driver ride reports, calculates total ridership, enters data into software fields and generates various automated reports from software application; may use customized spreadsheets as needed.

Operate a multi-channel radio system to receive and transmit calls; ensures effective and timely communication with drivers; receives and disseminates all incoming calls from public; ensures compliance with FCC Rules and Regulations and NCIC and District rules and Regulations governing radio operations; acts as the direct communicative link between drivers, supervisors, law enforcement and emergency responders during accidents, incidents or community crises.

Log in all calls incoming/outgoing via telephone/radio to appropriate logs as required; maintains accurate and detailed logs on radio, telephone, referrals, and other various logs needed to complete schedules for vehicle operators and for reporting purposes.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:
   - A. Graduation from high school;

     AND
   - B. Two (2) year of experience performing above or related duties;

     OR
   - C. An equivalent combination of education and experience.

2. Knowledge, Skills and Abilities:

   Working Knowledge of transit system operations, routing and scheduling; various computer applications; modern office practices, procedures, and equipment including a computer; basic customer relations techniques, i.e. fostering a positive attitude, maintain a courteous, helpful and professional demeanor, etc.; principles and procedures of record keeping; basic mathematic principles.

   Skill in using personal computers and applicable software applications including spreadsheets; English and grammar skills.

Ability to demonstrate maturity sufficient to deal with high volume customer service calls and related customer service stress; keep all information confidential within the department; adhere to all approved District policies and procedures and regulations; maintain a clean, healthy, and safe working environment; be responsible and accountable for property assigned.

3. Special Qualifications:

Required to work different shifts, holidays, weekends, and overtime as required or requested. Must possess a valid Driver's License with a satisfactory driving record. Must possess a CDL license with multi-passenger "P" endorsement. This position is deemed to be a safety sensitive position under FTA drug and alcohol regulations, and therefore is subject to random drug testing.

4. Work Environment:

Incumbent of the position generally performs in a typical office setting with appropriate climate controls. Tasks require a variety of physical activities, generally involve moderate muscular strain, such as walking, standing, stooping, sitting, reaching and lifting. Must be able to lift 20 lbs. Regular talking, hearing and seeing required in the normal course of performing the job. Common eye, hand and finger dexterity required to perform various essential functions. Mental application utilizes memory for details, listening, verbal instructions, emotional stability, discriminating thinking and creative problem solving. Occasional travel required in normal course of job performance.

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I _____ have reviewed the above job description. Date:_____ _____
(Employee)

North Central Regional Transit District

Job Description

Title:	Customer Service Representative I	**Code:**	**216**
Division:	Operations Administration	**Effective Date:**	04/13
Department:	Operations	**Last Revised:**	

GENERAL PURPOSE

Performs **working level, front-line customer service** as needed to respond to the general public's calls for assistance and information. Performs ongoing clerical and communications functions as needed to expedite the timely recordkeeping and exchange of information for various rider requests and delivery of passenger services.

SUPERVISION RECEIVED

Works under the close to general supervision of the Transit Shift Supervisor(s) or Transit & Facilities Operations Director.

SUPERVISION EXERCISED

None.

ESSENTIAL FUNCTIONS

Follows daily routine for work day preparations and planning by utilizing AVL/CAD software program; prepares cover sheets identifying route assignments, including "demand" and "set route" assignments; receives and schedules next-day "demand" calls from the general public.

Utilizes AVL/CAD software program to maintain daily ridership numbers; receives and processes driver ride reports, calculates total ridership, enters data into software fields and generates various automated reports from software application; may use customized spreadsheets as needed.

Operate a multi-channel radio system to receive and transmit calls; ensures effective and timely communication with drivers; receives and disseminates all incoming calls from public; ensures compliance with FCC Rules and Regulations and NCIC and District rules and Regulations governing radio operations; acts as the direct communicative link between drivers, supervisors, law enforcement and emergency responders during accidents, incidents or community crises.

Log in all calls incoming/outgoing via telephone/radio to appropriate logs as required; maintains accurate and detailed logs on radio, telephone, referrals, and other various logs needed to complete schedules for vehicle operators and for reporting purposes.

Responds to emergency driving demands; fills in for absent non-CDL drivers.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:
   - A. Graduation from high school;

     AND
   - B. One (1) year of experience performing above or related duties;

     OR
   - C. An equivalent combination of education and experience.

2. Knowledge, Skills and Abilities:

   Some Knowledge of transit system operations, routing and scheduling; various computer applications; modern office practices, procedures, and equipment including a computer; basic customer relations techniques, i.e. fostering a positive attitude, maintain a courteous, helpful and professional demeanor, etc.; principles and procedures of record keeping; basic mathematic principles.

   Skill in using personal computers and applicable software applications including spreadsheets; English and grammar skills.

Ability to demonstrate maturity sufficient to deal with high volume customer service calls and related customer service stress; keep all information confidential within the department; adhere to all approved District policies and procedures and regulations; maintain a clean, healthy, and safe working environment; be responsible and accountable for property assigned.

3. Special Qualifications:

Required to work different shifts, holidays, weekends, and overtime as required or requested.
Must possess a valid Driver's License with a satisfactory driving record. This position is deemed to be a safety sensitive position under FTA drug and alcohol regulations, and therefore is subject to random drug testing.

4. Work Environment:

Incumbent of the position generally performs in a typical office setting with appropriate climate controls. Tasks require a variety of physical activities, generally involve moderate muscular strain, such as walking, standing, stooping, sitting, reaching and lifting. Must be able to lift 20 lbs. Regular talking, hearing and seeing required in the normal course of performing the job. Common eye, hand and finger dexterity required to perform various essential functions. Mental application utilizes memory for details, listening, verbal instructions, emotional stability, discriminating thinking and creative problem solving. Occasional travel required in normal course of job performance.

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I _____ have reviewed the above job description. Date:_____ _____
(Employee)

North Central Regional Transit District

Job Description

Title:	Fleet & Facilities Maintenance Manager	**Code:**	220
Division:	Fleet & Facilities	**Effective Date:**	04/13
Department:	Operations	**Last Revised:**	

GENERAL PURPOSE

Performs **administrative and supervisory duties** as needed to plan, organize and coordinate the day-to-day fleet and facilities operations including transit bus fleet maintenance, repair and parts procurement, fleet & facilities safety compliance, facilities maintenance & repair and surplus property and equipment disposal.

SUPERVISION RECEIVED

Works under the general supervision of the Transit & Maintenance Operations Director.

SUPERVISION EXERCISED

Provides close to general supervision of Facilities Maintenance Specialist and Fleet & Facilities Maintenance Worker.

ESSENTIAL FUNCTIONS

Assists in development and management of budgets for expenses including supplies, repairs, and other needs; monitors expenditures and account balances to ensure compliance with established spending limitations and financial management objectives.

Manages fleet fuel credit card program; recommends and implements policy and practice related to fuel card use; monitors driver compliance with established guidelines; generates daily, monthly, and quarterly reports to review and analyze fuel consumption and forecast operational demands.

Manages and oversees the maintenance and administration, utilizing fleet maintenance software, of all aspects of the organization's fleet transportation vehicles; oversee all operations for transit fleet vehicles, including the procurement, servicing, operation, maintenance, and repairs of NCRTD vehicles.

Monitors, evaluates, and improves operations related to the efficiency, safety, and financial effectiveness of the fleet; researches, evaluates, and participates in the procurement and negotiation of vehicle replacement, including the preparation of customized specifications for NCRTD needs.

Directs and performs safety inspections of all new and existing vehicles to ensure vehicles are in compliance with established laws, regulations, and policies; ensures the proper and timely repair of vehicles in violation of safety standards.

Serves as fleet operator trainer; acts as CDL examiner; trains drivers in pre-trip procedures and inspection processes; may conduct "maneuvering over the road" driving examinations; ensures compliance with New Mexico DOT commercial driver licensing laws, rules and regulations.

Assists the Transit & Maintenance Operations Director as needed and acts as the Transit & Maintenance Operations Director in his absence as assigned by the Executive Director.

Directs and monitors off-site maintenance and repair of vehicles; establishes effective working relationships with contract service providers as needed to expedite the completion of maintenance and repair to return vehicles to operation and service; monitors quality of services received; directs and oversees emergency repair and recovery functions for roadside vehicles; develops schedules for vehicle maintenance and repair and ensures adherence to such schedules.

Manages and coordinates the acquisition of vehicles, materials, equipment, parts, etc., in compliance with NCRTD Procurement Codes; solicits bids according to established guidelines; participates in making bid awards to most responsible bidders; maintains stock and supplies to meet maintenance and servicing needs for both fleet and buildings; directs related inventory functions.

Manages the final disposition and disposal of shop waste and surplus equipment, including used NCRTD vehicles according to all laws and regulations; maintains all records and requirements for the fleet, including vehicle registrations, inspection records, repair records, and records for warranties, etc.

Manages the construction and maintenance of infrastructure associated with bus line stops and passenger waiting areas; oversees installation of signage and postings related to infrastructure needs and requirements.

Manages, oversees and administers, utilizing facilities maintenance software, the maintenance of all aspects of the organization's Administrative, Operations, and Maintenance Facility (The Jim West Building); ensure that all building systems continue to operate efficiently and that the physical condition of the facility does not deteriorate; ensures that all building features are in compliance with all regulations and policies.

Maintains records for maintenance and repair work on the facility and to record all safety inspections; develops schedules and priorities for maintenance and repair work on the facility and ensures the adherence to such schedules; ensures compliance with facility safety standards.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. Graduation from college with bachelor's degree in public facilities management, fleet administration or a directly related field;

   AND

   A. Five (5) years of progressively responsible experience performing above or related duties, two (2) years in a supervisory capacity;

   OR

   C. An equivalent combination of education and experience related to "rolling stock" management and facility maintenance. .

2. Knowledge, Skills and Abilities:

   Considerable Knowledge of methods, practices, and procedures of fleet management and building maintenance and repair; business and financial principles, such as budgeting, contract development, and the establishing of price agreements; depreciation factors and fleet condition reports. **Working knowledge of** the Wright Express Fuel Card System; NCRTD Procurement Code; occupational hazards and the necessary safety precautions applicable to vehicle and building maintenance work.

   Considerable skill in the art of diplomacy and cooperative problem solving. **Skill in** using personal computers and applicable software applications including spreadsheets programs; operating audio visual equipment; public speaking; math skills; English and grammar skills; hand and power tools.

   Ability to clearly and effectively communicate both verbally and in writing.

3. Special Qualifications:

   Must possess a valid Driver's License with a satisfactory driving record. Must be able to obtain a CDL Class B license with passenger (P) endorsement within three months of employment with the District. Demonstrated skill in computer software programs including MS Word, Excel, Outlook, and PowerPoint. Must be able to work with no advance notice additional hours, evenings, on-call, holidays and weekends and be able to travel. This position is deemed to be a safety sensitive position under FTA drug and alcohol regulations, and therefore is subject to random drug testing.

4. Work Environment:

   Incumbent of the position generally performs in a facilities setting with appropriate climate controls. Tasks require a variety of physical activities, generally involve moderate muscular strain, such as walking, standing, stooping, sitting, reaching and lifting. Must be able to lift 20 lbs. Regular talking, hearing and seeing required in the normal course of performing the job. Common eye, hand and finger dexterity required to perform various essential functions. Mental application utilizes memory for details, listening, verbal instructions, emotional stability, discriminating thinking and creative problem solving. Frequent travel required in normal course of job performance.

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I _____ have reviewed the above job description. Date:_____ _____

(Employee)

North Central Regional Transit District

Job Description

Title:	Fleet & Facilities Maintenance Worker	**Code:**	**226**
Division:	Field Operations	**Effective Date:**	04/13
Department:	Operations	**Last Revised:**	

GENERAL PURPOSE

Performs a **variety of semi-skilled duties** related to the day-to-day upkeep, maintenance, repair, remodeling and construction of district fleet, equipment and facilities. Assists Facilities Maintenance Specialist in all aspects of facilities maintenance, repairs and cleaning of District buildings, premises, and property.

SUPERVISION RECEIVED

Works under the general supervision of the Fleet & Facilities Maintenance Manager. May receive technical or functional supervision from higher level staff as assigned.

SUPERVISION EXERCISED

None.

ESSENTIAL FUNCTIONS

Assists Fleet- Facilities Manager in shuttling buses to and from repair facilities and cleaning the exterior and interior of the NCRTD fleet. Safely operates a variety of vehicles and buses to and from repair facilities when repairs and servicing is required on the entire NCRTD fleet. Washes fleet vehicles and details interiors of all fleet vehicles as required.

Assists Facilities Maintenance Specialist in performing preventative maintenance on environmental systems. Assists with replacing or cleaning filters of building HVAC equipment. Assists with cleaning vents and ducts.

Assists Facilities Maintenance Specialist in repairing and maintaining building fixtures and furniture. Assists in repairs and maintenance of toilets, sinks, water fountains, and drainage pipes. Assists in replacing or installing doors, locks, windows, and related hardware. Assists with replacement of burned out or non-functioning lighting fixtures both internally and externally.

Assists in maintaining buildings safety features. Documents fire extinguishers inspections. Ensures security systems are functional and operating. Checks for and reports signs of vandalism and theft.

Cleans and maintains District's properties. Maintains grounds and landscaping at various District facilities including shelters and bus stops. Performs inspection of and maintains all bus shelters, signage, and trash receptacles. Pressure washes shelters and replaces panels as needed. Pickups trash at all shelters. Insure that all shelter areas are free of weeds and trash. Installs information in shelter kiosks and multi-sided displays and repairs as needed.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. Graduation from high school or GED;

   AND

   B. One (1) year of driving experience in the Transit or School Bus industry and general landscaping, labor, trash and snow removal procedures for the duties and functions listed under "Knowledge, Skills and Abilities;

2. Knowledge, Skills and Abilities:

   Some Knowledge of basic method and proper and efficient use of hand and power tools, materials and equipment used in maintenance and construction trades; safety procedures;

   Some Skill in the tools and performance of the tasks for the various maintenance and cleaning tasks.

Ability to safely operate all power washers, electrical, air and gas powered tools, mechanical tools, snow removal equipment and/or other equipment as assigned; handle hazardous materials safely; conform to all safety regulations and practices; quickly learn and apply pertinent District functions, policies, rules and regulations; perform heavy and sustained manual labor; operate vehicles while observing legal and defensive driving practices; use hand and power tools, safety equipment, and related maintenance equipment; maintain adequate maintenance and supplies and equipment; read, writes, and do math at the l2th grade level; effectively follow oral and written instructions; establish and maintain effective working relationships; conduct self in an appropriate manner as a representative of the NCRTD working effectively in a diverse work environment; complete basic work activity records and time reports; learn and effectively perform maintenance techniques specific to work assignments; work independently in the temporary absence of supervision.

3. Special Qualifications:

Must be available to work outside regular business hours, as required by the demands of the job. Must possess a valid NM CDL Driver's License with P endorsement, satisfactory driving record and meet the District's driving standards. Demonstrate regular and reliable attendance. Project a positive image and support for the NCRTD at all times.

4. Work Environment:

Tasks require variety of physical activities generally involving muscular strain, such as walking, standing, stooping, sitting, reaching, lifting, etc. (occasionally move up to 50 pounds). Talking, hearing and seeing essential to the performance of the job. Tasks require sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate hand equipment, feel objects or controls and make adjustments to equipment. The work environment is generally 15% indoors in a temperature-controlled office and 85% outdoors in various weather conditions; some travel is required. Noise level in the work environment is usually moderate but on occasion may be exposed to loud noises while utilizing cleaning tools. While performing the duties of this job, the employee works near moving equipment and vehicles and is exposed to risk. May be required to work in confined spaces and wear personal protective equipment or respirator to protect against exposure to loud noises and exposure to hazardous materials.

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I _____ have reviewed the above job description. Date:_____ _____
(Employee)

North Central Regional Transit District
Job Description

Title:	Facilities Maintenance Specialist	**Code:**	**225**
Division:	Field Operations	**Effective Date:**	04/13
Department:	Operations	**Last Revised:**	

GENERAL PURPOSE

Performs a **variety of journey level skilled duties** related to the day-to-day upkeep, maintenance, repair, remodeling and construction of district equipment and facilities.

SUPERVISION RECEIVED

Works under the general supervision of the Fleet & Facilities Maintenance Manager.

SUPERVISION EXERCISED

None.

ESSENTIAL FUNCTIONS

Diagnoses problems and makes repairs or replaces worn or defective equipment parts; and performs construction and remodeling work on District buildings, premises, and property.

Leads and performs preventative maintenance on environmental systems; replaces or cleans filters; performs routine maintenance on HVAC systems; cleans and/or repairs vents and ducts; maintains and/or replaces thermostats.

Repairs and maintains building fixtures, furniture, electrical, and plumbing systems; diagnoses failures in equipment and initiates necessary repairs; repairs and maintains toilets, sinks, water fountains, and drainage pipes; replaces or repairs electrical switches, fixtures, and related systems; replaces parts in any motorized or electrical machinery; replaces or installs doors, locks, windows, and related hardware.

Ensures that all buildings safety features are operational; inspects fire extinguishers as scheduled; checks alarm and/or sprinkler systems; assists in maintaining building security system and procedures; checks for and reports signs of vandalism, theft, or break-ins.

Inspects and evaluates physical condition of establishment; maintains grounds and landscaping at various District facilities including shelters and bus stops; maintains all bus shelters, signage, and trash receptacles; pickups all trash at all shelters; insure that all shelter areas are free of weeds and trash;

Performs routine administrative duties; periodically inventories maintenance supplies and equipment, and investigates new and improved maintenance processes; assists in establishing repair priorities.

Performs general record keeping; records completed maintenance tasks on work orders; uses a computer terminal for data entry, inquiries, and modification; safely operates all electrical and air powered tools, pipe fitting, welding, hydraulic, pneumatic, and other mechanical tools, snow removal equipment and/or other equipment as assigned; handles hazardous materials safely; conforms to all safety regulations and practices.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. Graduation from high school or GED;

   AND

   B. Four (4) years of progressively responsible experience in industrial maintenance mechanics or in building construction trades (carpentry, painting, plumbing, heating and air conditioning);

   OR

   C. An equivalent combination of education and experience related to "rolling stock" management.

2. Knowledge, Skills and Abilities:

Considerable Knowledge of building safety and security codes and OSHA standards and requirements; occupational hazards and the necessary safety precautions applicable to vehicle and building maintenance work electrical circuits and devices related to building maintenance; the operation and repair of environmental control systems and related building equipment; plumbing, electrical, and carpentry methods; safety procedures and ability to follow safe working practices; pertinent District functions, policies, rules and regulations;.

Some Skill in maintenance of electric motors, pumps, HVAC systems, etc.; use of miscellaneous hand and power tools for carpentry, painting, plumbing, electrical work; basic mechanics, basic electrical and plumbing operations, basic carpentry and masonry.

Ability to repair and maintain environmental control systems and plumbing and electrical systems; repair and maintain furniture, doors, windows, and related hardware; use hand and power tools, safety equipment, and related maintenance equipment; maintain adequate maintenance and supplies and equipment; read, write, and do math at the 12th grade level; follow instructions; coordinate maintenance and projects; establish and maintain effective working relationships; read and understand at the appropriate level technical manuals, schematics, blueprints and technical trade code books pertaining to facilities and equipment serviced; conduct self in an appropriate manner as a representative of the NCRTD working effectively in a diverse work environment.

3. Special Qualifications:

Must possess a valid Driver's License with a satisfactory driving record. This position is deemed to be a safety sensitive position under FTA drug and alcohol regulations, and therefore is subject to random drug testing.

4. Work Environment:

Tasks require variety of physical activities generally involving muscular strain, such as walking, standing, stooping, sitting, reaching, lifting, etc. (occasionally move up to 50 pounds). Talking, hearing and seeing essential to the performance of the job. The work environment is generally 50% indoors in a temperature-controlled office and 50% outdoors in various weather conditions; some travel is required. Noise level in the work environment is usually moderate but on occasion may be exposed to loud noises when diagnosing problems or making repairs. While performing the duties of this job, the employee works near moving equipment and vehicles and is exposed to risk. May be required to work in confined spaces and wear personal protective equipment or respirator to protect against exposure to loud noises and exposure to hazardous materials. Common eye, hand, finger dexterity is required. Mental application utilizes memory for details, verbal instructions, discriminating thinking. Occasional local travel required in normal course of job performance.

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I _____ have reviewed the above job description. Date:_____ _____

(Employee)

North Central Regional Transit District

Job Description

Title:	Administrative Specialist	**Code:**	**230**
Division:	Operations Support	**Effective Date:**	04/13
Department:	Operations	**Last Revised:**	

GENERAL PURPOSE

Performs a variety of **administrative support** duties designed to expedite day-to-day administrative functions of the Operations Department.

SUPERVISION RECEIVED

Works under general supervision of the Transit & Facilities Operations Director. May receive functional supervision from the Transit & Facilities Maintenance Manager on a project-by-project basis.

SUPERVISION EXERCISED

None.

ESSENTIAL FUNCTIONS

Coordinates and implements office services such as acquisition of supplies and materials, review of time sheets and inputting of work hours, record keeping, projects, and budgetary expenditures , monitors related administrative processes to ensure compliance with established methods, practices and procedures and maintain accuracy of administrative and financial actions and records.

Provides support and other assistance to the Transit & Facilities Operations Director, including the collection and preparation of various operations reports from daily driver report data and/or AVL/CAD software; monitors schedules and deadlines on behalf of the Transit & Facilities Operations Director.

Processes daily invoices and payment vouchers; ensures compliance with established fiscal guidelines; creates and/or verifies purchase order numbers; follows procedures for adding vendors to vendor lists, i.e., obtaining tax certificates, etc.; receives "demand response" revenue collections; balances cash revenues and delivers deposits to finance department; assists the finance staff in the analysis of funding sources and expenditure charging and other budgetary duties including the tracking and charging of purchase requisitions and payment vouchers; assists to analyze and monitor budget in order to forecast and account for short term needs and monitors cash flow.

Receives and reconciles fuel receipts with WEX monthly fuel consumption report; monitors record to verify use at State-approved fueling sites; prepares weekly report of fuel receipts and compiles for monthly review.

Analyzes operating practices such as record keeping systems, forms control, office layout, , and the creation of new administrative systems as needed; makes recommendations for changes in various function procedures and implements the same upon approval.

Provides backup support coverage for Dispatch/Customer Service, also assistance with scheduling demand response services as needed; may assist with planning for special events; serves as liaison with public regarding service related to operations, and schedules; may act as first point of contact for customers regarding complaints and commendations.

Acts as a Designated Employer Representative (DER) for the organization; responsible for ensuring adherence to the NCRTD, FTA, and NMDOT Drug and Alcohol Policies; receives notification via IMRO for random drug test selections; may coordinate various tests, include pre-employment, random, post-accident, return to duty, and reasonable suspicion drug testing; schedules tests, receives results and maintains results documentation; provides information to the Operations Director for corrective action for test failures according to established policy; may be on call or called upon after or before regular work hours to administer test procedures.

Assists in the communication of operational and personnel policy information to staff and employees; may participate in interview process of applicants and conducts Operation's Department orientation of new employees; maintains training records and files; monitors employee participation in required "refresher" courses, i.e., defensive driving, first-aid, etc., as needed to maintain driver credentials; issues employee uniforms and monitors uniform inventory.

Utilizes various computer programs and applications such as spreadsheets, state and federal databases, and graphics to assemble, coordinate, and format data and/or reports.

May review or coordinate the work of others, including ensuring the accuracy of timesheets and other employee data; may coordinate and work with human resources in the accounting of employee compensatory time, , annual, sick and other leave, and to track the scheduling of employee evaluations.

Performs other related duties as required.

MINIMUM QUALIFICATIONS

1. Education and Experience:

   A. Graduation from high school; plus two (2) years of specialized training related to administrative support functions or an associate degree in bookkeeping, secretarial science or related field;

   AND

   B. Two (2) years of increasingly responsible administrative support and office clerical experience, that involve frequent public contact;

   OR

   C. An equivalent combination of education and experience.

2. Knowledge, Skills and Abilities:

   Working knowledge of procurement policies, standard federal and state policies and requirements, and basic accounting and bookkeeping methods; proper business English usage including spelling, grammar, and syntax; modern office practices and procedures; clerical procedures and methods related to filing and documenting; report and presentation writing; personal computers and current office software programs for word processing, spreadsheet, presentation, and databases at the advanced level of proficiency; interpersonal communication skills and telephone etiquette; standard office equipment operation. **Some knowledge of** general transit system administrative processes desirable; pertinent District functions, policies, rules and regulations.

   Skill in using personal computers and applicable software applications including spreadsheets and data base programs.

   Ability to conduct self in an appropriate manner as a representative of the NCRTD working effectively in a diverse work environment; quickly learn District operations, programs, policies, procedures, and the functions of the assigned office; perform assigned administrative support functions with speed and accuracy under time pressure; operate a computer including word processing, spread sheet and data base applications; perform basic mathematical calculations; understand and explain District and department policies and procedures; maintain records and files; research and compile data and information, and apply analytical skills; prepare concise and effective written communications; manage multiple projects and operations simultaneously; work independently under time deadlines; build and maintain effective working relationships with those contacted in the course of work using principles of good customer service; communicate effectively both orally and writing in an office environment; maintain confidentiality.

3. Special Qualifications:

   Must be available to work outside regular business hours, as required by the demands of the job. (Must possess a valid Driver's License with a satisfactory driving record.

4. Work Environment:

   Incumbent of the position generally performs in a typical office setting with appropriate climate controls. Tasks require a variety of physical activities, generally involve some muscular strain related to walking, standing, stooping, sitting, reaching and lifting. Must be able to lift 20 lbs. Regular talking, hearing and seeing required in the normal course of performing the job. Common eye, hand and finger dexterity required to perform some essential functions. Mental application utilizes memory for details, listening, verbal instructions, emotional stability, discriminating thinking and creative problem solving.

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I _____ have reviewed the above job description. Date:_____ _____

(Employee)

What Is A Classification Plan?

A position classification plan is an orderly grouping of jobs based upon their difficulty, specific duties, level of responsibility, qualifications and other "work value" criteria required to assume the position.

In order to understand the basis for a classification plan, some of the terms and concepts used must be defined. For example, the basic building block of the entire system is the position. A position is a "group of current duties and responsibilities assigned by authority, which requires the employment of one person."

In classification we group similar positions into what is know as a class. A class is " group of positions which are sufficiently similar in duties and responsibilities so that each position in the group can: 1- be given an appropriate job title; 2- require the same level of education and experience; 3- require the same skills and abilities; and 4- have the same salary range apply to all positions with "equity". No one factor determines which class a position will be placed in.

FACTORS TO BE CONSIDERED WHEN CLASSIFYING POSITIONS

1. Do not confuse the position with the employee, the individual.

2. Distinguish between the qualifications required for the position and those of the employee(s) who presently occupy it. They may or may not be the same.

3. Since the employee's performance or qualifications are not being classified, it makes no difference in the "value" of the position how well or how poorly the incumbent performs the job.

Remember that the classification plan deals with the types of work as described in job descriptions and is not an attempt to evaluate departments or employees. The study deals only with what employees are officially assigned. Such things as individual competence, efficiency, capability, experience, or length of service are not considered classification factors. The position classification process deals with jobs, not individuals.

USE OF THIS PLAN

A position classification plan is the keystone of an effective personnel system, and it benefits both employer and employee. Employees can refer to it for promotion potential in their occupation and can learn what additional training and experience they will need to perform at higher level positions. Employees can know that job requirements have been analyzed properly and they will be paid at the same salary range as other employees performing similar work.

By using the plan, supervisors and department heads can determine the proper classification for new or additional positions. Executives and Boards can use it for setting equitable compensation for various positions. They can also use it for budget development.

Fundamentally, a classification plan provides a structure for dealing with personnel matters and permits the matching of pay policy with duties, responsibilities, and other requirements rather than other subjective factors.

APPLICATION OF THE "LEAD WORKER" CONCEPT

In addition to the basic classification plan, it is recommended that the concept of "lead worker" be understood to recognize and compensate for moderate distinctions in work situations that do not warrant the creation of separate classes.

The "lead worker" concept is intended for classifications which are primarily non-supervisory in nature but in which one of the positions in the class has been delegated limited supervisory duty. These duties might include: distributing work assignments, maintaining a balanced work load among a group, reviewing completed work, keeping records of work production and attendance or employees in the same or comparable classes, and assuming the duties of a superior for short periods of time. These duties by themselves normally do not justify allocation to or creation of a separate class.

An employee designated as "lead worker" may receive additional compensation to their base pay (approximately 3-5%) for the duration of the lead worker assignment. This approach is not only economical but provides for selection and assignment of capable employees without going through formal reclassification. At the completion of their lead worker assignment, employees should revert to their original base pay rate.

Caution should be exercised to avoid using the lead worker concept as a means of financially rewarding senior workers.

Factor I- Job Knowledge 40%

North Central Regional Transit District

KNOWLEDGE, SKILLS & ABILITIES / FORMAL EDUCATION & TRAINING	A Minimal Formal Education.	B Graduation From High School Or GED.	C High School, GED & up to 1 Year Of Job Related Training or Education.	D 2 Years Of Job Related Training, or Associate Degree.	E 4 Years of job related training, Or Bachelor's Degree.	F 4 yr. degree plus 1 Year Of Graduate Work.	G 2 Years Of Graduate Work, Masters Degree Or Equivalent.	H Extensive Graduate Work Beyond Masters.
1. Unskilled. Ability to follow simple oral instructions. Reading and performing simple mathematical computations may be required. May need a basic understanding of the use of common office equipment or basic hand and power tools. Requires basic understanding of well defined essential functions.	**0.62** 0.65	0.68 **0.72** 0.75	0.78 **0.82** 0.87			Additional points are awarded for required experience as a percentage of the points awarded for Job Knowledge: I. Up to one (1) year of experience...5% II. Up to three (3) years of experience..10% III. Up to five (5) years of experience..20% IV. Up to eight (8) years of experience...40% V. Over eight (8) years of experience...50%		
2. Semi-skilled. Proficiency in the use of simple equipment. Knowledge of general office procedures, practice or operations. Proficient in math, reading and keyboard operations.	0.77 **0.81** 0.85	0.89 **0.93** 0.98	1.02 **1.07** 1.12	1.17 **1.23** 1.29				
3. Requires working level knowledge, skills, and abilities related to a broad range of either complex clerical or technical functions or apprentice level knowledge of a single funtion area or work specialization.	1.00 **1.05** 1.11	1.15 **1.21** 1.27	1.33 **1.39** 1.46	1.53 **1.60** 1.68	1.75 **1.84** 1.93			
4. Requires para-professional or full performance level of knowledge, skills, and abilities primarily related to a well defined discipline or vocational specialization. Journey level proficiency.	1.30 **1.37** 1.44	1.50 **1.57** 1.65	1.72 **1.81** 1.90	1.60 **2.08** 2.19	1.84 **2.39** 2.51			
5. Entry level professional KSA's utilizing techniques which require understanding of involved practices, principles and/or theory or mastery of a well defined discipline or vocational specialization.		1.95 **2.05** 2.15	2.24 **2.35** 2.47	2.58 **2.71** 2.84	2.96 **3.11** 3.27	3.41 **3.58** 3.76	3.92 **4.12** 4.32	4.51 **4.73** 4.97
6. Requires experienced professional level knowledge, skills, and abilities. High proficiency demonstrated through independent application of principles or theory. Creative work.			2.91 **3.06** 3.21	3.35 **3.52** 3.69	3.85 **4.05** 4.25	4.43 **4.65** 4.89	5.10 **5.35** 5.62	5.86 **6.15** 6.46
7. Highly developed, seasoned professional. Managerial KSA's, Mastery of involved practices, precedents, theory, principles.				4.36 **4.57**	5.01 **5.26** 5.52	5.76 **6.05** 6.35	6.63 **6.96** 7.30	7.62 **8.00**

This factor measures the nature and extent of information or facts which the worker must understand to do acceptable work (e.g., steps, procedures, practices, rules, policies, theories, principles, concepts and precedents) and the nature and extent of skills/abilities necessary to apply the acquired knowledge. It also includes the amount of training required by the job prior to entry. Special requirements, certifications or licenses. **Award additional points as a percentage of the points awarded above for knowledge & training for the following:** I. Commercial drivers, applicator, operator licenses or specialized clerical or recreational certification...5%. II. Technical license or certification...10% III. Professional license or designation...20%. Annual or periodic recertification, testing or mandatory training requirements...award an additional 5%.

Factor II- Responsibility 35%

CONTROLS OVER THE WORK / ACCOUNTABILITY & ACCURACY	A	B	C	D	E	F
	Consequences of error produce little or no negative impact. Remedies are readily available within the context of the task being performed. Minimal loss of time to correct the error.	Error s normally result in loss of own time to correct or check. Quality of task completion impacted by need for accuracy related to repetitive tasks or operations.	Errors may result which affect one or more work group Immediate Supervisors must remedy errors related to accuracy and generally assume full accountability. Impact may vary in severity.	Errors may result affecting multiple work units within a department or cause injury or operating problems difficult to correct. Financial/legal implications exist to some degree.	Errors may result affecting entire department(s). Consequences affect public image for an extended time period requiring considerable resources to correct. Financial/legal implications are serious.	Errors may result which affect the entire organization. Consequences severely affect organizational efficiency. Public image severely damaged. impact demands executive action. Extensive Financial/legal implications
1. Clear, detailed and specific instructions given for both one-of-a-kind and repetitious tasks; work is closely controlled through the structured nature of the work, by circumstances in which it is performed, or through review of the supervisor.	**0.94** 0.98	1.16 **1.22** 1.28	1.51 **1.58** 1.66			
2. Continuing or individual assignments. Supervisor specifies limitations, quality and quantity of work expected, deadlines and priorities. There is some freedom allowed in selecting methods to be used, but are limited.	1.03 **1.08** 1.13	1.33 **1.40** 1.47	1.73 **1.82** 1.91	2.26 **2.37** 2.49	2.93 **3.08** 3.23	
3. The work is strictly controlled by practices and procedures which are covered by well defined policy; work is performed without direct supervision but is reviewed periodically by the supervisor.	1.18 **1.24** 1.30	1.53 **1.61** 1.69	2.00 **2.09** 2.20	2.59 **2.72** 2.86	3.37 **3.54** 3.72	
4. The work is subject to policies, practices, and procedures. Some freedom is allowed in the application of policy or procedure. The supervisor sets the overall objectives and identifies available resources. Employee in consultation with supervisor develops projects and deadlines.		1.76 **1.85** 1.95	2.29 **2.41** 2.53	2.98 **3.13** 3.29	3.88 **4.07** 4.28	
5. Work is performed under managerial direction with the individual determining what, when, and how the work is done. Establishes unit or program goals & objectives			2.64 **2.77** 2.91	3.43 **3.60** 3.78	4.46 **4.68** 4.92	5.80 **6.09** 6.39
6. These jobs by their very nature and size, are broadly subject to general goals and objectives. Work is performed under broad guidance of policy makers. Much autonomy and freedom to act is essential to job effectiveness.				3.94 **4.14** 4.35	5.13 **5.38** 5.65	6.67 **7.00**

Additional points are awarded for supervisory responsibility and public contacts as a percentage of the points awarded for responsibility: SUPERVISION: I. Serves as leadworker of one unit, crew, or group.....5% II. Performs as first-line supervisor. Is responsible for quality and quantity. Schedules and assigns work.....10%. III. Supervises more than one group performing similar functions. Has general responsibility for project completion.....20%. IV. Supervises a department. Determines priorities. Delegates through subordinate supervisors. Hires & Disciplines.....40%. PUBLIC CONTACTS: I. recurring routine contacts with the public or workers in other units requiring exchange of factual information or explanation.....10% II. Contacts with people and/or managers regarding routine administrative or technical matters.....15%. III. Contacts with administrators or professionals in developing and soliciting cooperative relationships.....20% IV. Contacts with administrators with significant impact on programs, projects or policies....25%. V. Contacts with legislative, executive or judicial officials affecting the purpose of the organization...30%. BUDGET: I. Secondary responsibility to implement and monitor the budget of a section or division.....5%. II. Primary responsibility to prepare and administer a budget for more than one section or division, or for a department .....10%. **III. Comprehensive District Wide Budget Planning & Management.....30%**

Factor III- Difficulty of Work 15%

JUDGMENT & DECISIONS REQUIRED / COMPLEXITY & VARIETY OF WORK	A	B	C	D	E	F
	Little or no judgment or decisionmaking. Decisions limited to routine steps in perfroming well defined tasks or in determining the speed at which to perform.	Decisions are few and directly related to a well defined process. Requires some judgment in selecting variations in sequence of steps, operations or procedures.	Decisions are frequent but related to a well defined process. Judgment is required to select most suitable procedure from more than one process alternative.	Decisions are varied and based upon practice or policy. Employee required to make interpretative judgments when necessary to deviate from standard methods. Determines use of resources.	Decisions are varied based upon broad principles and guidelines. Judgment required to determine program direction and options for policy implementation.	Makes technical and complex decisions based upon research. Judgments must be made without existing guidelines. Creates policy affecting the entire organization.
1. The work consists of a few tasks or functions that are clear cut and directly related. Action to be taken or responses to be made are readily available. There is little variation in the work.	**0.40**	0.50 **0.52** 0.55				
2. The work consists of duties involving more than one sequence of steps. Variations in the work stem from differences in the source of information, kinds of transactions, entries or other factual situations.	0.44 **0.46** 0.49	0.57 **0.60** 0.63	0.74 **0.78** 0.82			
3. The Work consists of various duties involving different processes and methods. Choices to be considered differ with the subject, phase, or issues involving each assignment.	0.51 **0.53** 0.56	0.66 **0.69** 0.73	0.86 **0.90** 0.94	1.11 **1.17** 1.23		
4. Aspects of the work involve conditions and elements that must be identified and analyzed to discern interrelationships and deviations from standards in a specialty field or discipline. Tasks require development of goals and objectives based upon existing interpretation of established policies, rules and guidelines.		0.76 **0.79** 0.83	0.98 **1.03** 1.08	1.28 **1.34** 1.41	1.66 **1.74** 1.83	2.16 **2.27** 2.38
5. The work consists of independent assignments with varying duties which comprise a primary level of responsibility. Factors to be considered involve the assessment of unusual circumstances, variations in approach, incomplete or conflicting data, and incompatible results. The work requires the development and implementation of program options.		0.87 **0.91** 0.96	1.13 **1.19** 1.25	1.47 **1.54** 1.62	1.91 **2.01** 2.11	2.48 **2.61** 2.74
6. The work consists of a variety of duties involving a broad range of activities or depth of analysis to develop and implement organization-wide goals and policies.				1.69 **1.78** 1.86	2.20 **2.31** 2.42	2.86 **3.00**

Award additional points for stress as a percentage of points awarded for difficulty of work: This sub-factor attempts to recognizes the degree of mental or emotional fatigue or stress inherent to the job and sustained through concentration, work pressures or critical incidents (CIS syndrome). Consider the cycle, duration, and intensity sustained. Consider the need to deal with the public over controversial issues, the responsibility for problem resolution and the need to meet time deadlines. SOME- 5% MODERATE- 10% CONSIDERABLE- 15% CRITICAL INCIDENT-20%

FActor IV- Work Environment 10%

PHYSICAL EFFORT / WORKING CONDITIONS	A	B	C	D
	Effort is minimal and is exerted only for short, intermitted periods. Effort involves light lifting of tools,objects, and working materials. May involve light pushing, pulling, reaching, bending. Requires normal hearing and visual acuity. Normally performs in seated position. Occasional standing for short durations.	Effort is exerted occasionally for short periods of time. Strain periodic but not prolonged. Moderate lifting, pushing, pulling, bending. More than normal visual and hearing acuity for precision work. Normally performs in abnormal sitting or standing positions. Moderate Manual dexterity required.	Effort is exerted regularly for sustained periods of time. Strain may be for frequent or moderate duration. Moderately heavy lifting, pushing, pulling. Considerable crouching, stooping or lying in prone position, Some strain on sight and hearing. Performs in abnormal positions. High Manual dexterity required.	Effort is prolonged and frequent. Strain may be extended in duration. Effort involves heavy lifting (90 lbs), pushing, pulling with excessive crouching, stooping or lying in prone position. Could involve intense strain on sight and hearing. High manual dexterity be required.
1. No observable hazards or threat to health or safety. Adequate working conditions with at least minimum environmental conditions to assure the comfort of most workers.	**0.60** 0.63	0.66 **0.69** 0.72	0.75 **0.79** 0.83	0.87 **0.91** 0.96
2. Minimum hazardous working conditions. Minor threat to health and/or safety. Generally adequate working conditions with minimum environmental conditions to assure comfort. Traveling in an automobile may be a regular part of the job.	0.74 **0.78** 0.82	0.85 **0.89** 0.94	0.98 **1.03** 1.08	1.13 **1.18** 1.24
3. Occasional exposure to hazardous work conditions (noise, fumes, heights, slippery, vibrations, moving parts, disease etc.). Moderate exposure to dust, grease, temperature changes, noise, inadequate lighting, inclement weather, etc. Periodic conditions which involve chance of injury.	0.96 **1.01** 1.06	1.11 **1.16** 1.22	1.27 **1.34** 1.40	1.47 **1.54** 1.62
4. Daily exposure to hazardous work conditions. Prolonged and frequent exposure to dust, grease, extreme temperature, or severe outdoor weather conditions. Recurring conditions which involve chance of injury.	1.25 **1.32** 1.38	1.44 **1.51** 1.59	1.66 **1.74** 1.83	1.90 **2.00**

Hazard Uncertainty: For positions which daily require the operation of service vehicles on city/county/state/federal roadways, **add 50%.** For positions requiring regular and frequent travel, whether local or regional, primarily by automobile, **add 25%.**

NCRTD Point Evaluation

By Rank Order

FLSA Exempt	Job Code	Department	Job Title	Factor I				Factor II				Factor IV		Factor III		Total Pts.
				Job Knowledge	Years Exper.	Certs, License	Annual Recert	Respon-sibility	Super-vision	Public Cont.	Budget	Difficulty Of Work	Stress	Work Environ	Haz-ard	
Yes	110	ADMINISTRATION	FINANCE DIRECTOR	5.26	2.10	0.00	0.00	6.09	2.43	1.52	1.83	2.61	0.39	0.60	0.00	22.83
Yes	200	OPERATIONS	TRANSIT & FACILITIES OPERATIONS DIRECTOR	5.26	2.10	0.26	0.26	6.09	2.43	1.52	0.61	2.61	0.39	0.78	0.19	22.52
Yes	120	ADMINISTRATION	HUMAN RESOURCE/SAFETY & RISK ADMINISTRATOR	4.05	0.81	0.40	0.20	4.68	0.47	1.17	0.23	2.48	0.37	0.60	0.00	15.47
Yes	220	OPERATIONS	FLEET & FACILITIES MAINTENANCE MANAGER	4.05	0.81	0.20	0.20	3.60	0.72	0.90	0.36	2.01	0.30	1.16	0.58	14.90
Yes	125	ADMINISTRATION	PUBLIC INFORMATION OFFICER	4.05	0.81	0.00	0.00	4.68	0.47	1.40	0.23	1.78	0.27	0.78	0.19	14.66
Yes	115	ADMINISTRATION	FINANCIAL ANALYST	4.05	0.81	0.00	0.00	4.68	0.00	0.70	0.47	1.74	0.26	0.60	0.00	13.31
Yes	130	ADMINISTRATION	PROJECTS & GRANTS SPECIALIST	4.05	0.81	0.00	0.00	4.07	0.00	0.81	0.20	1.54	0.23	0.78	0.19	12.69
No	205	OPERATIONS	TRANSIT SHIFT SUPERVISOR	2.05	0.82	0.10	0.10	3.60	0.36	0.54	0.00	1.34	0.20	1.16	0.58	10.86
No	135	ADMINISTRATION	EXECUTIVE ASSISTANT	3.11	0.62	0.00	0.00	3.60	0.00	0.54	0.18	1.13	0.17	0.60	0.00	9.96
No	116	ADMINISTRATION	FINANCIAL SPECIALIST	2.71	0.54	0.00	0.00	2.09	0.00	0.31	0.10	1.03	0.15	0.60	0.00	7.55
No	230	OPERATIONS	ADMINISTRATIVE SPECIALIST	2.08	0.21	0.00	0.00	2.09	0.00	0.31	0.10	1.08	0.16	0.78	0.19	7.02
No	225	OPERATIONS	FACILITIES MAINTENANCE SPECIALIST	1.57	0.31	0.00	0.00	2.09	0.00	0.21	0.00	0.90	0.09	1.16	0.58	6.93
No	210	OPERATIONS	*TRANSIT DRIVER III/LEAD	1.21	0.48	0.06	0.06	2.00	0.10	0.20	0.00	0.79	0.08	1.01	0.51	6.50
No	215	OPERATIONS	*CUSTOMER SERVICE REPRESENTATIVE II	1.50	0.15	0.07	0.07	1.91	0.00	0.19	0.00	0.66	0.10	1.01	0.51	6.18
No	211	OPERATIONS	*TRANSIT DRIVER II	1.21	0.24	0.06	0.06	1.82	0.00	0.18	0.00	0.52	0.05	1.01	0.51	5.67
No	226	OPERATIONS	FLEET & FACILITIES MAINTENANCE WORKER	0.72	0.07	0.04	0.04	1.22	0.00	0.12	0.00	0.52	0.03	1.51	0.38	4.64
No	216	OPERATIONS	*CUSTOMER SERVICE REPRESENTATIVE I	0.93	0.05	0.00	0.00	1.91	0.00	0.19	0.00	0.69	0.10	0.60	0.00	4.47
No	212	OPERATIONS	*TRANSIT DRIVER I	0.89	0.09	0.04	0.04	0.94	0.00	0.09	0.00	0.42	0.04	0.96	0.48	4.00

*= Union

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Compensation Philosophy

In the ongoing debate over which approach to take in the development of organizational compensation objectives and strategy, there are two dominate positions. One is to be a "market driven" or "market based" system, where the prevailing practice of a defined market is used to establish the effective pay rate for all jobs in the organization. The second is to be a "value" or "equity based" system where job classifications are established using some internal equity methodology, then combined with regression analysis to create pay ranges.

Initially the most appealing is classification. These systems promote the perception of equity, fairness and consistency. While most organizations which subscribe to an "equity based" system buy an off-the-shelf program, such as Hay, Decision Band, or some other approach, the values built into these programs may or may not be consistent with those of the organization. It is the opinion of Personnel Systems that in order to have the most reliable, effective and defensible internal equity /classification system, the "worth of work" values of your organization need to be identified and structured into the classification instrument.

The classification approach, no matter how effectively developed and designed, still has administrative headaches. Such as those created by supply and demand issues in the market. You will identify this problem by "market sensitive" positions. Though valued properly based upon your classification system, the assigned pay ranges for these jobs are non-competitive or inadequate. These market conditions may be temporary or may persist over several years.

When frustrations with market sensitive positions persist some managers tend to want to abandon the internal equity method in order to better serve the market sensitive master. This establishes the notion that pure market pricing is the competitive reality. The reality of the situation comes into play when problem indicators surface, such as attrition rates on the rise. However, it is questionable that base pay alone, unless significantly greater, would entice employees to want to change employment. Another issue derived from the market centers around the history of pay practices for gender dominated jobs, the practices which spawned the "comparable worth" debates of the 1980's. Though much ground has been gained in overcoming the perceptions of inequality, to formalize a pay system based solely upon prevailing market job pricing will tend to preserve bias and various forms of compensation discrimination. The greatest weakness in the pure market approach lies in the ability, or inability, to collect quality market data on 100% of your jobs, which forces the use of some internal comparison method.

So what is the conclusion? The conclusion is, that to subscribe to any approach to the total exclusion of the other ultimately results in incongruity. The successful compensation system is eclectic and based upon the integration of the market based approach with a classification system.

North Central RTD Compensation Study 2013

		Eval Points	Range Minimum	Range Midpoint	Range Maximum	Average Actual	Range %
SANTA FE SCHOOL DISTRICT	FINANCE DIRECTOR	22.83	$90,000	$91,359	$92,718	$92,718	3.0%
LOS ALAMOS SCHOOL DISTRICT	FINANCE MANAGER/DIRECTOR	22.83	$85,000	$93,000	$101,000	$100,858	18.8%
FARMINGTON SCHOOL DISTRICT	FINANCE MANAGER/DIRECTOR	22.83	$84,855	$99,705	$114,554	$101,826	35.0%
ROSWELL SCHOOL DISTRICT	FINANCE MANAGER/DIRECTOR	22.83	$83,490	$98,101	$112,712	$100,188	35.0%
LOS ALAMOS COUNTY	FINANCE DIRECTOR/MANAGER/BUDGET OFFICER	22.83	$80,062	$103,977	$127,892	$114,827	59.7%
HOBBS SCHOOL DISTRICT	FINANCE MANAGER/DIRECTOR	22.83	$78,501	$82,707	$86,912	$82,705	10.7%
CARLSBAD SCHOOL DISTRICT	FINANCE MANAGER/DIRECTOR	22.83	$76,490	$95,990	$115,490	$95,990	51.0%
LAS CRUCES SCHOOL DISTRICT	FINANCE MANAGER/DIRECTOR "CONTROLLER"	22.83	$72,203	$78,584	$84,965	$84,965	17.7%
ALBUQUERQUE SCHOOL DISTRICT	FINANCE MANAGER/DIRECTOR	22.83	$63,586	$68,355	$73,123	$68,355	15.0%
ESPANOLA SCHOOL DISTRICT	FINANCE MANAGER/DIRECTOR	22.83	$62,000	$75,251	$88,501	$80,000	42.7%
MID-REGION COUNCIL/RIO METRO	FINANCE MANAGER	22.83	$52,116	$68,480	$84,843	$62,539	62.8%
FARMINGTON	FINANCE DIRECTOR/MANAGER/BUDGET OFFICER	22.83	$51,600	$64,350	$77,100	$58,000	49.4%
TAOS COUNTY	FINIANCE DIRECTOR	22.83	$46,039	$56,403	$66,767	$60,550	45.0%
LAS CRUCES SCHOOL DISTRICT	TRANSPORTATION DIRECTOR	22.52	$72,203	$78,584	$84,965	$84,965	17.7%
LAS CRUCES	TRANSIT OP ADMININSTRATOR	22.52	$63,768	$79,711	$95,653	$77,348	50.0%
ESPANOLA SCHOOL DISTRICT	TRANSPORTATION MANAGER	22.52	$62,000	$75,251	$88,501	$77,000	42.7%
SANTA FE CITY	TRANSIT DIVISION DIRECTOR	22.52	$61,514	$85,170	$108,826	$84,888	76.9%
LOS ALAMOS COUNTY	TRANSIT MANAGER	22.52	$58,007	$73,895	$89,782	$73,895	54.8%
ALBUQUERQUE	TRANSIT MGR/OPERATIONS	22.52	$57,262	$74,776	$92,290	$74,776	61.2%
CARLSBAD	TRANSIT MANAGER	22.52	$49,920	$51,719	$53,518	$51,719	7.2%
FARMINGTON SCHOOL DISTRICT	TRANSPORTATION MANAGER	22.52	$49,898	$58,630	$67,362	$59,877	35.0%
ROSWELL	TRANSIT SYSTEM DIRECTOR	22.52	$46,287	$52,682	$59,076	$52,682	27.6%
MID-REGION COUNCIL/RIO METRO	TRANSIT / RAIL MANAGER	22.52	$43,072	$54,681	$66,289	$51,686	53.9%
ALBUQUERQUE SCHOOL DISTRICT	TRANSPORTATION MANAGER	22.52	$42,548	$45,740	$48,931	$45,740	15.0%
LOS ALAMOS SCHOOL DISTRICT	TRANSPORTATION MANAGER	22.52	$35,610	$56,350	$77,089	$56,350	116.5%
ROSWELL SCHOOL DISTRICT	TRANSPORTATION MANAGER	22.52	$33,333	$39,167	$45,000	$40,000	35.0%
CARLSBAD SCHOOL DISTRICT	TRANSPORTATION MANAGER	22.52	$30,000	$35,250	$40,500	$36,000	35.0%
HOBBS SCHOOL DISTRICT	HR MANAGER	15.47	$90,184	$92,470	$94,756	$97,890	5.1%
FARMINGTON	HR MANAGER/DIRECTOR	15.47	$85,700	$106,900	$128,100	$85,700	49.5%
FARMINGTON SCHOOL DISTRICT	HR MANAGER	15.47	$84,855	$99,705	$114,554	$101,826	35.0%
LOS ALAMOS COUNTY	HR MANAGER/DIRECTOR	15.47	$84,065	$109,176	$134,286	$115,327	59.7%
ROSWELL SCHOOL DISTRICT	HR MANAGER	15.47	$83,490	$98,101	$112,712	$100,188	35.0%
CARLSBAD SCHOOL DISTRICT	HR MANAGER	15.47	$76,490	$95,990	$115,490	$95,990	51.0%
CARLSBAD SCHOOL DISTRICT	RISK/SAFETY MANAGER	15.47	$76,490	$95,990	$115,490	$95,990	51.0%
LAS CRUCES SCHOOL DISTRICT	HR MANAGER "HR DIRECTOR"	15.47	$72,203	$78,584	$84,965	$78,584	17.7%
SANTA FE SCHOOL DISTRICT	RISK/SAFETY MANAGER	15.47	$69,920	$70,976	$72,032	$69,920	3.0%
ESPANOLA SCHOOL DISTRICT	HR MANAGER	15.47	$62,000	$75,251	$88,501	$69,270	42.7%
LOS ALAMOS SCHOOL DISTRICT	HR MANAGER	15.47	$60,000	$65,000	$70,000	$61,800	16.7%
LAS CRUCES SCHOOL DISTRICT	RISK/SAFETY MANAGER "SAFETY & SECURITY COORDINATOR"	15.47	$58,887	$67,431	$75,974	$64,673	29.0%
ALBUQUERQUE SCHOOL DISTRICT	HR MANAGER	15.47	$55,292	$59,439	$63,586	$59,439	15.0%
ALBUQUERQUE SCHOOL DISTRICT	RISK/SAFETY MANAGER	15.47	$55,292	$59,439	$63,586	$59,439	15.0%

ROSWELL SCHOOL DISTRICT	RISK/SAFETY MANAGER	15.47	$51,425	$60,424	$69,424	$61,710	35.0%
TAOS COUNTY	HUMAN RESOURCE DIRECTOR	15.47	$46,039	$56,403	$66,767	$54,568	45.0%
LOS ALAMOS SCHOOL DISTRICT	RISK/SAFETY MANAGER	15.47	$30,618	$48,547	$66,475	$48,547	117.1%
LOS ALAMOS COUNTY	FLEET/BUILDING/FACILITIES MANAGER- TRANSIT MANAGER	14.90	$63,953	$81,469	$98,984	$74,325	54.8%
ALBUQUERQUE	FLEET MGR	14.90	$57,262	$74,776	$92,290	$74,776	61.2%
LAS CRUCES	FLEET SERVICES ADMINISTRATOR	14.90	$49,816	$62,270	$74,724	$71,400	50.0%
SANTA FE COUNTY	FLEET SERVICE MANAGER	14.90	$49,787	$62,234	$74,681	$62,234	50.0%
FARMINGTON	VEHICLE MAINTENANCE SUPERINTENDENT	14.90	$49,421	$58,561	$67,700	$65,728	37.0%
FARMINGTON	FLEET/BUILDING/FACILITIES MANAGER- TRANSIT MANAGER	14.90	$47,200	$58,850	$70,500	$57,463	49.4%
LOS ALAMOS COUNTY	TRANSPORTATION SAFETY SPECIALIST	14.90	$42,012	$52,515	$63,018	$59,966	50.0%
LAS CRUCES SCHOOL DISTRICT	MGR/FOREMAN AT BUS CO.	14.90	$41,667	$48,958	$56,250	$50,000	35.0%
LAS CRUCES	SUPERVISOR TRANSIT MAINTENANCE	14.90	$37,967	$47,459	$56,950	$59,798	50.0%
SANTA FE CITY	EQUIPMENT SERVICE MANAGER	14.90	$36,546	$49,528	$62,510	$42,824	71.0%
LAS CRUCES	FLEET MAINTENANCE SUPERVISOR	14.90	$36,137	$45,172	$54,206	$41,171	50.0%
ALBUQUERQUE	SHOP SUPV	14.90	$32,573	$42,349	$52,125	$42,349	60.0%
MID-REGION COUNCIL/RIO METRO	RAIL RUNNER FACILITY MANAGER	14.90	$32,362	$41,162	$49,961	$38,834	54.4%
TAOS	TRANSIT SUPERINTENDENT	14.90	$31,575	$42,664	$53,753	$39,213	70.2%
TAOS COUNTY	MAINTENANCE SUPERVISOR	14.90	$25,332	$30,403	$35,474	$37,340	40.0%
LOS ALAMOS COUNTY	PUBLIC INFORMATION OFFICER	14.66	$70,508	$89,819	$109,130	$93,967	54.8%
FARMINGTON	PUBLIC INFORMATION OFFICER (GOVT. RELATIONS OFFICER)	14.66	$51,600	$64,350	$77,100	$66,074	49.4%
MID-REGION COUNCIL/RIO METRO	MARKETING MANAGER	14.66	$47,379	$60,246	$73,112	$56,855	54.3%
LOS ALAMOS SCHOOL DISTRICT	FINANCE/ACCOUNTING SPECIALIST	12.55	$70,000	$90,000	$110,000	$90,000	57.1%
LOS ALAMOS COUNTY	SENIOR ACCOUNTANT	12.55	$52,614	$67,025	$81,435	$61,206	54.8%
SANTA FE SCHOOL DISTRICT	FINANCE/ ACCOUNTING ANALYST	12.55	$51,212	$68,496	$85,779	$65,294	67.5%
LAS CRUCES SCHOOL DISTRICT	FINANCE/ "FINANCIAL SYSTEMS MANAGER"	12.55	$50,690	$58,034	$65,377	$65,377	29.0%
LOS ALAMOS COUNTY	ACCOUNTANT	12.55	$47,723	$60,794	$73,864	$51,057	54.8%
FARMINGTON	SENIOR ACCOUNTANT	12.55	$47,200	$58,850	$70,500	$52,000	49.4%
ESPANOLA SCHOOL DISTRICT	FINANCE/ ACCOUNTING ANALYST	12.55	$47,100	$53,851	$60,601	$40,000	28.7%
LAS CRUCES SCHOOL DISTRICT	FINANCE/ACCOUNTING SPECIALIST "ACCOUNTANT"	12.55	$45,887	$52,529	$59,170	$59,170	28.9%
SANTA FE SCHOOL DISTRICT	FINANCE/ACCOUNTING SPECIALIST	12.55	$45,320	$60,616	$75,911	$54,384	67.5%
ALBUQUERQUE SCHOOL DISTRICT	FINANCE/ ACCOUNTING ANALYST	12.55	$40,938	$44,008	$47,078	$44,008	15.0%
FARMINGTON	ACCOUNTANT (ACCOUNTING OFFICE MANAGER)	12.55	$40,100	$50,050	$60,000	$56,244	49.6%
TAOS COUNTY	ACCOUNTANT	12.55	$38,295	$46,909	$55,523	$46,378	45.0%
MID-REGION COUNCIL/RIO METRO	ACCOUNTANT II	12.55	$32,362	$41,162	$49,961	$38,834	54.4%
TAOS COUNTY	ACCOUNTANT	12.55	$27,772	$33,330	$38,889	$38,825	40.0%
LOS ALAMOS COUNTY	GRANTS ADMINISTRATOR	11.43	$70,508	$89,819	$109,130	$90,524	54.8%
MID-REGION COUNCIL/RIO METRO	SPECIAL PROJECTS PLANNER	11.43	$35,598	$45,276	$54,953	$42,718	54.4%
TAOS COUNTY	GRANTS ADMINISTRATOR	11.43	$33,372	$40,045	$46,718	$40,682	40.0%
ALBUQUERQUE	ALBUQUERQUE RIDE SUPERVISOR	10.27	$46,530	$60,237	$73,944	$60,237	58.9%
LOS ALAMOS COUNTY	TRANSIT SHIFT SUPERVISOR	10.27	$42,012	$52,515	$63,018	$54,838	50.0%
LAS CRUCES	SUPERVISOR ROUTE OPERATIONS	10.27	$37,041	$46,301	$55,561	$43,947	50.0%
LAS CRUCES	SUPERVISOR DIAL A RIDE OPRTNS	10.27	$33,557	$41,946	$50,336	$42,459	50.0%
CARLSBAD	EXECUTIVE ASSISTANT	8.42	$47,590	$49,306	$51,022	$49,306	7.2%
CARLSBAD	EXECUTIVE SECRETARY	8.42	$41,184	$42,671	$44,158	$42,671	7.2%

FARMINGTON	ADMINISTRATIVE ASSISTANT	8.42	$40,332	$47,790	$55,249	$48,295	37.0%
ALBUQUERQUE	EXECUTIVE ASSISTANT	8.42	$38,397	$49,660	$60,923	$49,660	58.7%
LOS ALAMOS COUNTY	EXECUTIVE/ADMINISTRATIVE ASSISTANT	8.42	$38,106	$47,633	$57,160	$42,326	50.0%
FARMINGTON	EXECUTIVE/ADMINISTRATIVE ASSISTANT (OFFICE MANAGER)	8.42	$34,700	$43,300	$51,900	$40,544	49.6%
FARMINGTON	ADMINISTRATIVE ASSISTANT	8.42	$34,555	$40,945	$47,335	$40,893	37.0%
CARLSBAD SCHOOL DISTRICT	EXECUTIVE ASSISTANT	8.42	$33,000	$41,000	$49,000	$41,000	48.5%
LAS CRUCES	EXECUTIVE ADMIN ASSISTANT	8.42	$31,940	$39,925	$47,910	$38,037	50.0%
ESPANOLA SCHOOL DISTRICT	EXECUTIVE ASSISTANT	8.42	$30,997	$38,374	$45,750	$45,000	47.6%
ALBUQUERQUE SCHOOL DISTRICT	EXECUTIVE ASSISTANT	8.42	$30,804	$33,114	$35,424	$33,114	15.0%
SANTA FE CITY	ADMINISTRATIVE ASSISTANT	8.42	$30,204	$42,230	$54,255	$42,253	79.6%
ALBUQUERQUE	ADMINISTRATIVE ASST	8.42	$30,202	$39,687	$49,171	$39,687	62.8%
SANTA FE COUNTY	ADMINISTRATIVE ASSISTANT	8.42	$29,643	$37,145	$44,646	$37,145	50.6%
LOS ALAMOS SCHOOL DISTRICT	EXECUTIVE ASSISTANT	8.42	$29,141	$46,205	$63,269	$46,205	117.1%
ROSWELL SCHOOL DISTRICT	EXECUTIVE ASSISTANT	8.42	$29,018	$36,828	$44,637	$36,828	53.8%
TAOS COUNTY	EXECUTIVE ASSISTANT	8.42	$27,772	$33,330	$38,889	$35,049	40.0%
TAOS COUNTY	OFFICE MANAGER	8.42	$26,520	$31,824	$37,128	$39,702	40.0%
TAOS	EXECUTIVE ADMINISTRATIVE ASSISTANT	8.42	$24,970	$33,744	$42,517	$32,225	70.3%
LAS CRUCES SCHOOL DISTRICT	EXECUTIVE ASSISTANT "ADMINISTRATIVE ASST"	8.42	$24,567	$32,075	$39,582	$31,888	61.1%
MID-REGION COUNCIL/RIO METRO	SECRETARY WCCNM	8.42	$24,315	$32,802	$41,288	$29,178	69.8%
FARMINGTON SCHOOL DISTRICT	EXECUTIVE ASSISTANT	8.42	$23,500	$37,714	$51,927	$47,024	121.0%
HOBBS SCHOOL DISTRICT	EXECUTIVE ASSISTANT	8.42	$19,759	$25,578	$31,396	$27,346	58.9%
FARMINGTON SCHOOL DISTRICT	FINANCE/ACCOUNTING SPECIALIST	7.55	$55,000	$60,000	$65,000	$55,963	18.2%
ROSWELL SCHOOL DISTRICT	FINANCE/ACCOUNTING SPECIALIST	7.55	$38,369	$48,745	$59,121	$48,745	54.1%
HOBBS SCHOOL DISTRICT	FINANCE/ACCOUNTING SPECIALIST	7.55	$29,738	$37,621	$45,503	$43,363	53.0%
ESPANOLA SCHOOL DISTRICT	FINANCE/ACCOUNTING SPECIALIST	7.55	$26,817	$33,819	$40,821	$42,000	52.2%
MID-REGION COUNCIL/RIO METRO	ACCOUNTANT I	7.55	$24,315	$32,802	$41,288	$29,178	69.8%
ALBUQUERQUE SCHOOL DISTRICT	FINANCE/ACCOUNTING SPECIALIST	7.55	$24,033	$30,293	$36,552	$30,293	52.1%
TAOS COUNTY	ACCOUNTING SPECIALIST	7.55	$23,104	$27,729	$32,354	$31,817	40.0%
CARLSBAD SCHOOL DISTRICT	FINANCE/ACCOUNTING SPECIALIST	7.55	$23,000	$31,000	$39,000	$30,000	69.6%
TAOS COUNTY	BILLING CLERK	7.55	$18,373	$21,587	$24,801	$21,535	35.0%
LOS ALAMOS COUNTY	SECRETARY	7.02	$32,918	$41,148	$49,377	$36,932	50.0%
FARMINGTON	SECRETARY (ADMINISTRATIVE AIDE)	7.02	$30,600	$38,200	$45,800	$36,655	49.7%
MID-REGION COUNCIL/RIO METRO	SECRETARY III	7.02	$20,780	$26,437	$32,094	$24,936	54.4%
LOS ALAMOS COUNTY	FACILITIES/MAINTENANCE/GROUNDS TECHNICIAN	6.93	$32,918	$41,148	$49,377	$37,773	50.0%
FARMINGTON	FACILITIES/MAINTENANCE/GROUNDS TECHNICIAN	6.93	$29,000	$36,200	$43,400	$32,262	49.7%
MID-REGION COUNCIL/RIO METRO	MAINTENANCE WORKER III	6.93	$24,315	$32,802	$41,288	$29,178	69.8%
TAOS COUNTY	MAINTENANCE WORKER II	6.93	$20,134	$23,656	$27,178	$25,979	35.0%
		R=	0.733	0.735	0.716	0.743	**46.21%**

NORTH CENTRAL RTD CURRENT PAY PRACTICES

		Eval Points	Range Minimum	Range Midpoint	Range Maximum	Average Actual	Range
NORTH CENTRAL RTD	FINANCE DIRECTOR	22.83	$54,954	$66,654	$78,354	$71,989	42.6%
NORTH CENTRAL RTD	TRANSIT & FACILITIES OPERATIONS DIRECTOR	22.52	$66,019	$80,070	$94,120	$78,686	42.6%
NORTH CENTRAL RTD	FLEET & FACILITIES MAINTENANCE MANAGER	14.90	$33,987	$41,226	$48,464	$43,930	42.6%
NORTH CENTRAL RTD	PUBLIC INFORMATION OFFICER	14.66	$42,474	$51,178	$59,883	$57,242	41.0%
NORTH CENTRAL RTD	FINANCIAL ANALYST	13.31	$50,149	$60,393	$70,637	$55,536	40.9%
NORTH CENTRAL RTD	PROJECTS & GRANTS SPECIALIST	12.69	$50,149	$60,393	$70,637	$53,498	40.9%
NORTH CENTRAL RTD	TRANSIT SHIFT SUPERVISOR	10.86	$33,987	$41,226	$48,464	$42,526	42.6%
NORTH CENTRAL RTD	EXECUTIVE ASSISTANT	9.96	$39,437	$47,507	$55,578	$45,510	40.9%
NORTH CENTRAL RTD	FINANCIAL SPECIALIST	7.55	$33,987	$41,226	$48,464	$44,408	42.6%
NORTH CENTRAL RTD	ADMINISTRATIVE SPECIALIST	7.02	$33,987	$41,226	$48,464	$45,219	42.6%
NORTH CENTRAL RTD	FACILITIES MAINTENANCE SPECIALIST	6.93	$31,554	$38,272	$44,990	$35,006	42.6%
NORTH CENTRAL RTD	FLEET & FACILITIES MAINTENANCE WORKER	4.64	$25,882	$31,394	$36,905	$28,677	42.6%

North Central RTD City Compensation Study

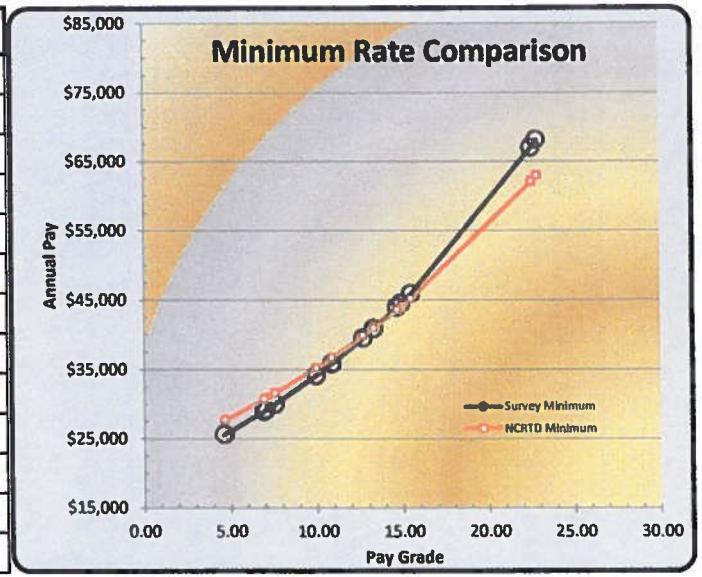
Regression Results

Equity Value	Survey Minimum	Survey Midpoint	Survey Maximum	Survey Average	NCRTD Minimum	NCRTD Midpoint	NCRTD Maximum	NCRTD Average	Job Title
22.83	$68,152	$81,866	$95,122	$83,023	$62,886	$76,961	$89,183	$71,989	FINANCE DIRECTOR
22.52	$67,000	$80,530	$93,608	$81,617	$61,992	$75,827	$87,920	$78,686	TRANSIT & FACILITIES OPERATIONS DIRECTOR
15.47	$45,898	$55,891	$65,570	$55,872	$45,109	$54,554	$64,068	$54,554	HUMAN RESOURCE/SAFETY & RISK ADMINISTRATOR
14.90	$44,495	$54,240	$63,682	$54,161	$43,948	$53,099	$62,426	$43,930	FLEET & FACILITIES MAINTENANCE MANAGER
14.66	$43,933	$53,579	$62,925	$53,476	$43,481	$52,515	$61,766	$57,242	PUBLIC INFORMATION OFFICER
13.31	$40,870	$49,968	$58,788	$49,741	$40,918	$49,313	$58,142	$55,536	FINANCIAL ANALYST
12.69	$39,530	$48,384	$56,971	$48,106	$39,787	$47,902	$56,542	$53,498	PROJECTS & GRANTS SPECIALIST
10.86	$35,824	$43,998	$51,931	$43,589	$36,629	$43,969	$52,073	$42,526	TRANSIT SHIFT SUPERVISOR
9.96	$34,125	$41,982	$49,610	$41,518	$35,163	$42,148	$49,998	$45,510	EXECUTIVE ASSISTANT
7.55	$29,984	$37,052	$43,923	$36,471	$31,540	$37,659	$44,869	$44,408	FINANCIAL SPECIALIST
7.02	$29,151	$36,058	$42,774	$35,456	$30,803	$36,747	$43,824	$45,219	ADMINISTRATIVE SPECIALIST
6.93	$28,999	$35,876	$42,564	$35,271	$30,668	$36,580	$43,633	$35,006	FACILITIES MAINTENANCE SPECIALIST
4.64	$25,646	$31,863	$37,916	$31,186	$27,659	$32,870	$39,371	$27,560	FLEET & FACILITIES MAINTENANCE WORKER

North Central RTD Compensation Study

Pay Range Minimum Rate Comparison

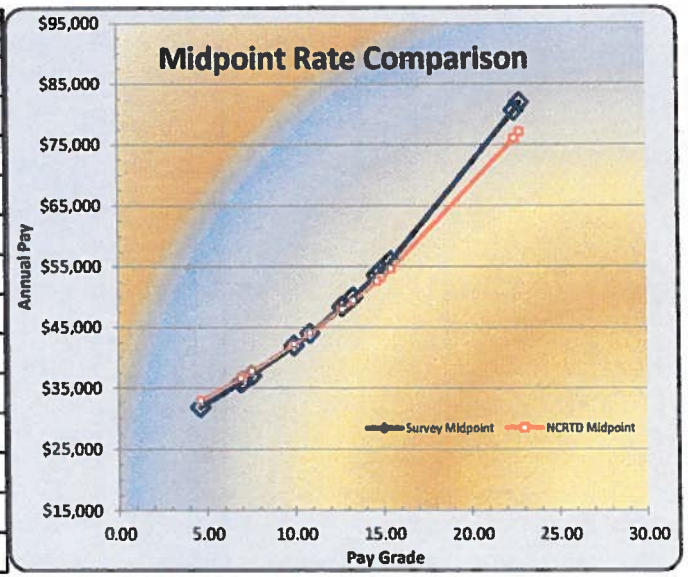
	Equity Value	Survey Minimum	NCRTD Minimum	$ Difference	% Difference
FINANCE DIRECTOR	22.83	$68,152	$62,886	-$5,266	-8.4%
TRANSIT & FACILITIES OPERATIONS DIRECTOR	22.52	$67,000	$61,992	-$5,008	-8.1%
HUMAN RESOURCE/SAFETY & RISK ADMINISTRATOR	15.47	$45,898	$45,109	-$789	-1.7%
FLEET & FACILITIES MAINTENANCE MANAGER	14.90	$44,495	$43,948	-$547	-1.2%
PUBLIC INFORMATION OFFICER	14.66	$43,933	$43,481	-$452	-1.0%
FINANCIAL ANALYST	13.31	$40,870	$40,918	$48	0.1%
PROJECTS & GRANTS SPECIALIST	12.69	$39,530	$39,787	$258	0.6%
TRANSIT SHIFT SUPERVISOR	10.86	$35,824	$36,629	$805	2.2%
EXECUTIVE ASSISTANT	9.96	$34,125	$35,163	$1,038	3.0%
FINANCIAL SPECIALIST	7.55	$29,984	$31,540	$1,556	4.9%
ADMINISTRATIVE SPECIALIST	7.02	$29,151	$30,803	$1,651	5.4%
FACILITIES MAINTENANCE SPECIALIST	6.93	$28,999	$30,668	$1,668	5.4%
FLEET & FACILITIES MAINTENANCE WORKER	4.64	$25,646	$27,659	$2,012	7.3%
					2.3%



North Central RTD Compensation Study

Pay Range Midpoint Rate Comparison

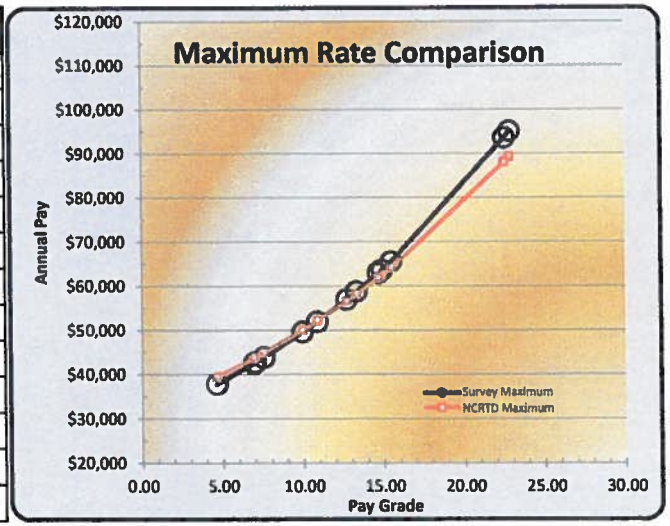
	Equity Value	Survey Midpoint	NCRTD Midpoint	$ Difference	% Difference
FINANCE DIRECTOR	22.83	$81,866	$76,961	-$4,906	-6.4%
TRANSIT & FACILITIES OPERATIONS DIRECTOR	22.52	$80,530	$75,827	-$4,703	-6.2%
HUMAN RESOURCE/SAFETY & RISK ADMINISTRATOR	15.47	$55,891	$54,554	-$1,337	-2.5%
FLEET & FACILITIES MAINTENANCE MANAGER	14.90	$54,240	$53,099	-$1,141	-2.1%
PUBLIC INFORMATION OFFICER	14.66	$53,579	$52,515	-$1,064	-2.0%
FINANCIAL ANALYST	13.31	$49,968	$49,313	-$655	-1.3%
PROJECTS & GRANTS SPECIALIST	12.69	$48,384	$47,902	-$482	-1.0%
TRANSIT SHIFT SUPERVISOR	10.86	$43,998	$43,969	-$29	-0.1%
EXECUTIVE ASSISTANT	9.96	$41,982	$42,148	$166	0.4%
FINANCIAL SPECIALIST	7.55	$37,052	$37,659	$607	1.6%
ADMINISTRATIVE SPECIALIST	7.02	$36,058	$36,747	$689	1.9%
FACILITIES MAINTENANCE SPECIALIST	6.93	$35,876	$36,580	$704	1.9%
FLEET & FACILITIES MAINTENANCE WORKER	4.64	$31,863	$32,870	$1,007	3.1%
					0.0%



North Central RTD Compensation Study

Pay Range Maximum Rate Comparison

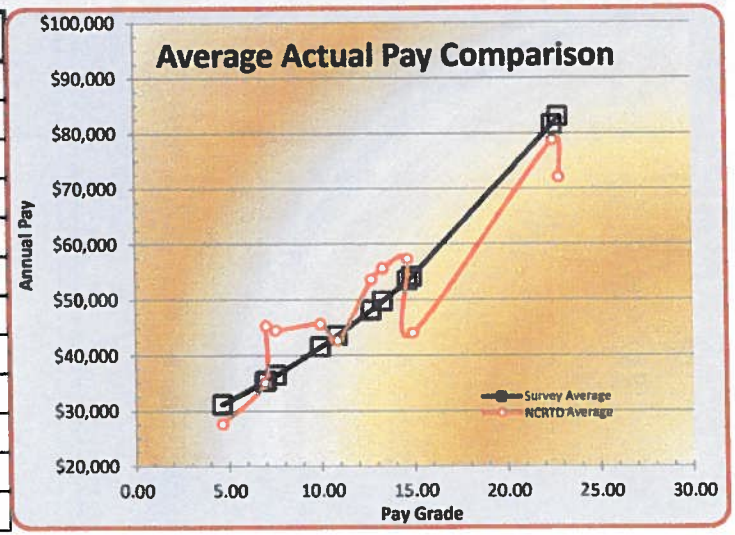
	Equity Value	Survey Maximum	NCRTD Maximum	$ Difference	% Difference
FINANCE DIRECTOR	22.83	$95,122	$89,183	-$5,939	-6.7%
TRANSIT & FACILITIES OPERATIONS DIRECTOR	22.52	$93,608	$87,920	-$5,688	-6.5%
HUMAN RESOURCE/SAFETY & RISK ADMINISTRATOR	15.47	$65,570	$64,068	-$1,502	-2.3%
FLEET & FACILITIES MAINTENANCE MANAGER	14.90	$63,682	$62,426	-$1,256	-2.0%
PUBLIC INFORMATION OFFICER	14.66	$62,925	$61,766	-$1,159	-1.9%
FINANCIAL ANALYST	13.31	$58,788	$58,142	-$646	-1.1%
PROJECTS & GRANTS SPECIALIST	12.69	$56,971	$56,542	-$429	-0.8%
TRANSIT SHIFT SUPERVISOR	10.86	$51,931	$52,073	$141	0.3%
EXECUTIVE ASSISTANT	9.96	$49,610	$49,998	$388	0.8%
FINANCIAL SPECIALIST	7.55	$43,923	$44,869	$946	2.1%
ADMINISTRATIVE SPECIALIST	7.02	$42,774	$43,824	$1,050	2.4%
FACILITIES MAINTENANCE SPECIALIST	6.93	$42,564	$43,633	$1,069	2.4%
FLEET & FACILITIES MAINTENANCE WORKER	4.64	$37,916	$39,371	$1,454	3.7%



North Central RTD Compensation Study

Current Average Actual Pay Comparison

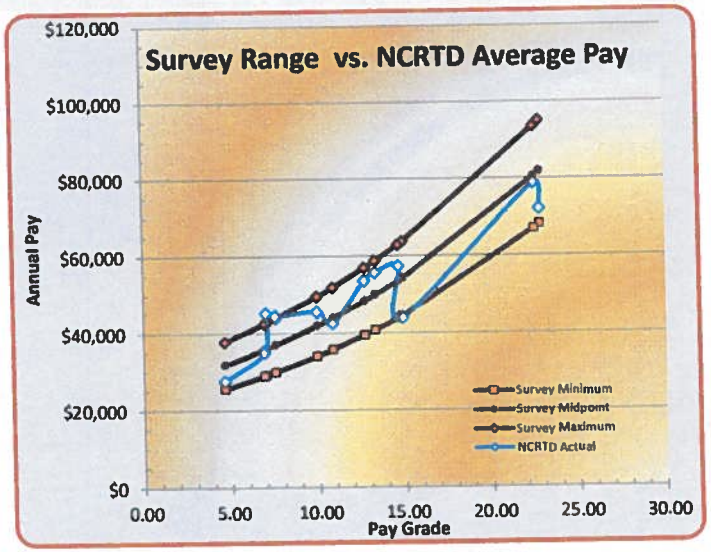
	Equity Value	Survey Average	NCRTD Average	$ Difference	% Difference
FINANCE DIRECTOR	22.83	$83,023	$71,989	-$11,034	-15.3%
TRANSIT & FACILITIES OPERATIONS DIRECTOR	22.52	$81,617	$78,686	-$2,931	-3.7%
FLEET & FACILITIES MAINTENANCE MANAGER	14.90	$54,161	$43,930	-$10,231	-23.3%
PUBLIC INFORMATION OFFICER	14.66	$53,476	$57,242	$3,766	6.6%
FINANCIAL ANALYST	13.31	$49,741	$55,536	$5,795	10.4%
PROJECTS & GRANTS SPECIALIST	12.69	$48,106	$53,498	$5,392	10.1%
TRANSIT SHIFT SUPERVISOR	10.86	$43,589	$42,526	-$1,063	-2.5%
EXECUTIVE ASSISTANT	9.96	$41,518	$45,510	$3,992	8.8%
FINANCIAL SPECIALIST	7.55	$36,471	$44,408	$7,937	17.9%
ADMINISTRATIVE SPECIALIST	7.02	$35,456	$45,219	$9,763	21.6%
FACILITIES MAINTENANCE SPECIALIST	6.93	$35,271	$35,006	-$264	-0.8%
FLEET & FACILITIES MAINTENANCE WORKER	4.64	$31,186	$27,560	-$3,626	-13.2%
					-0.4%



North Central RTD Compensation Study

Survey Range Compared to Client Average

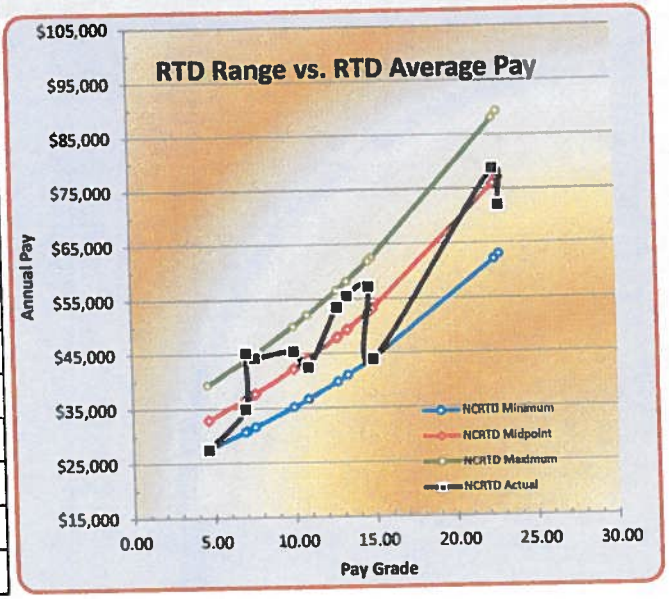
	Equity Value	Survey Minimum	Survey Midpoint	Survey Maximum	NCRTD Actual
FINANCE DIRECTOR	22.83	$68,152	$81,866	$95,122	$71,989
TRANSIT & FACILITIES OPERATIONS DIRECTOR	22.52	$67,000	$80,530	$93,608	$78,686
FLEET & FACILITIES MAINTENANCE MANAGER	14.90	$44,495	$54,240	$63,682	$43,930
PUBLIC INFORMATION OFFICER	14.66	$43,933	$53,579	$62,925	$57,242
FINANCIAL ANALYST	13.31	$40,870	$49,968	$58,788	$55,536
PROJECTS & GRANTS SPECIALIST	12.69	$39,530	$48,384	$56,971	$53,498
TRANSIT SHIFT SUPERVISOR	10.86	$35,824	$43,998	$51,931	$42,526
EXECUTIVE ASSISTANT	9.96	$34,125	$41,982	$49,610	$45,510
FINANCIAL SPECIALIST	7.55	$29,984	$37,052	$43,923	$44,408
ADMINISTRATIVE SPECIALIST	7.02	$29,151	$36,058	$42,774	$45,219
FACILITIES MAINTENANCE SPECIALIST	6.93	$28,999	$35,876	$42,564	$35,006
FLEET & FACILITIES MAINTENANCE WORKER	4.64	$25,646	$31,863	$37,916	$27,560



North Central RTD Compensation Study

RTD Range Compared to RTD Average

	Equity Value	NCRTD Minimum	NCRTD Midpoint	NCRTD Maximum	NCRTD Actual
FINANCE DIRECTOR	22.83	$62,886	$76,961	$89,183	$71,989
TRANSIT & FACILITIES OPERATIONS DIRECTOR	22.52	$61,992	$75,827	$87,920	$78,686
FLEET & FACILITIES MAINTENANCE MANAGER	14.90	$43,948	$53,099	$62,426	$43,930
PUBLIC INFORMATION OFFICER	14.66	$43,481	$52,515	$61,766	$57,242
FINANCIAL ANALYST	13.31	$40,918	$49,313	$58,142	$55,536
PROJECTS & GRANTS SPECIALIST	12.69	$39,787	$47,902	$56,542	$53,498
TRANSIT SHIFT SUPERVISOR	10.86	$36,629	$43,969	$52,073	$42,526
EXECUTIVE ASSISTANT	9.96	$35,163	$42,148	$49,998	$45,510
FINANCIAL SPECIALIST	7.55	$31,540	$37,659	$44,869	$44,408
ADMINISTRATIVE SPECIALIST	7.02	$30,803	$36,747	$43,824	$45,219
FACILITIES MAINTENANCE SPECIALIST	6.93	$30,668	$36,580	$43,633	$35,006
FLEET & FACILITIES MAINTENANCE WORKER	4.64	$27,659	$32,870	$39,371	$27,560



North Central RTD Compensation Plan

Annual Salary					Hourly Rates				
JOB VALUE	MINIMUM	MIDPOINT	MAXIMUM	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM	JOB VALUE	RANGE %
22.83	$68,152	$85,190	$102,227	FINANCE DIRECTOR	$32.77	$40.96	$49.15	22.83	50%
22.52	$67,000	$83,750	$100,500	TRANSIT & FACILITIES OPERATIONS DIRECTOR	$32.21	$40.26	$48.32	22.52	50%
15.47	$45,898	$57,372	$68,847	HUMAN RESOURCE/SAFETY & RISK ADMINISTRATOR	$22.07	$27.58	$33.10	15.47	50%
14.90	$44,495	$55,619	$66,742	FLEET & FACILITIES MAINTENANCE MANAGER	$21.39	$26.74	$32.09	14.90	50%
14.66	$43,933	$54,916	$65,900	PUBLIC INFORMATION OFFICER	$21.12	$26.40	$31.68	14.66	50%
13.31	$40,918	$51,148	$61,378	FINANCIAL ANALYST	$19.67	$24.59	$29.51	13.31	50%
12.69	$39,787	$49,734	$59,681	PROJECTS & GRANTS SPECIALIST	$19.13	$23.91	$28.69	12.69	50%
10.86	$36,629	$44,870	$53,112	TRANSIT SHIFT SUPERVISOR	$17.61	$21.57	$25.53	10.86	45%
9.96	$35,163	$43,075	$50,987	EXECUTIVE ASSISTANT	$16.91	$20.71	$24.51	9.96	45%
7.55	$31,540	$38,637	$45,734	FINANCIAL SPECIALIST	$15.16	$18.58	$21.99	7.55	45%
7.02	$30,803	$37,733	$44,664	ADMINISTRATIVE SPECIALIST	$14.81	$18.14	$21.47	7.02	45%
6.93	$30,668	$36,801	$42,935	FACILITIES MAINTENANCE SPECIALIST	$14.74	$17.69	$20.64	6.93	40%
4.64	$27,659	$33,191	$38,722	FLEET & FACILITIES MAINTENANCE WORKER	$13.30	$15.96	$18.62	4.64	40%

Compensation Study
Least Cost Implementation

	CURRENT				PROPOSED							Compa-	MAX
NAME	POSITION	GRADE	HOURLY	SALARY	EVAL PTS	MINIMUM	MIDPOINT	MAXIMUM	SALARY	$DIFF	%DIFF	Ratio	Ratio
Aragon, Glenda	FINANCE DIRECTOR	18	34.61	$71,989	22.83	$68,152	$85,190	$102,227	$71,989	$0.00	0.00%	84.5%	70.4%
Kelly, Mike	TRANSIT & FACILITIES OPERATIONS DIRECTOR	18	37.83	$78,686	22.52	$67,000	$83,750	$100,500	$78,686	$0.00	0.00%	94.0%	78.3%
Martinez, Gustavo	FLEET & FACILITIES OPERATIONS MANAGER	12	21.12	$43,930	14.90	$44,495	$55,619	$66,742	$44,495	$565.38	1.29%	80.0%	66.7%
Nagel, James	PUBLIC INFORMATION OFFICER	14	27.52	$57,242	14.66	$43,933	$54,916	$65,900	$57,242	$0.00	0.00%	104.2%	86.9%
Lopez, Pat	FINANCIAL ANALYST	16	26.70	$55,536	13.31	$40,918	$51,148	$61,378	$55,536	$0.00	0.00%	108.6%	90.5%
McGuire, Stacey A.	PROJECTS & GRANTS SPECIALIST	16	25.72	$53,498	12.69	$39,787	$49,734	$59,681	$53,498	$0.00	0.00%	107.6%	89.6%
Martinez, Thomas	TRANSIT SHIFT SUPERVISOR	12	21.74	$45,219	10.86	$36,629	$44,870	$53,112	$45,219	$0.00	0.00%	100.8%	85.1%
Hiland, Robert	TRANSIT SHIFT SUPERVISOR	12	19.15	$39,832	10.86	$36,629	$44,870	$53,112	$39,832	$0.00	0.00%	88.8%	75.0%
Lucero, Dalene	EXECUTIVE ASSISTANT	13	21.88	$45,510	9.96	$35,163	$43,075	$50,987	$45,510	$0.00	0.00%	105.7%	89.3%
Sandoval, Shannon	FINANCIAL SPECIALIST	12	21.35	$44,408	7.55	$31,540	$38,637	$45,734	$44,408	$0.00	0.00%	114.9%	97.1%
Jacquez, Michelle P	ADMINISTRATIVE SPECIALIST	12	21.74	$45,219	7.02	$30,803	$37,733	$44,664	$45,219	$0.00	0.00%	119.8%	101.2%
Burnett Y Velarde, Francisco	FLEET MAINTENANCE SPECIALIST	11	16.83	$35,006	6.93	$30,668	$36,801	$42,935	$35,006	$0.00	0.00%	95.1%	81.5%
Gavurnik, Daniel A	Fleet - Facilities Maintenance Worker (part time)	8	13.25	$13,780	4.47	$13,829	$16,595	$19,361	$13,829	$49.45	0.36%	83.3%	71.4%
				$629,855		TOTAL RECOMMENDED			$630,470	Average	0.1%	99.0%	83.3%
						Annual Budget Increase			$615				
						% Increase to Budget			0.10%				

NORTH CENTRAL REGIONALTRANSIT DISTRICT
CORE BENEFITS COMPARISON - EMPLOYER CONTRIBUTION

ENTITY	EMPLOYER % SHARE	Health	Dental	Vision	Life	Plan ID	Employee Obligation	Employee Actual	Employer Obligation	Employer Pick Up	July 1st Pick Up of 1.5%	Other	Employer Contribution	Ltd	SS/Med	Tot $	Tot %
TAOS SCHOOL DISTRICT	60%	$801	$50.54	$8.48	Included	NA	10.65%	10.65%	13.15%	0.00%	None		13.15%		7.65%	$860	20.80%
SANTA FE SCHOOL DISTRICT	60%	$801	$50.54	$8.48	Included	NA	10.65%	10.65%	13.15%	0.00%	None		13.15%		7.65%	$860	20.80%
LOS ALAMOS SCHOOL DISTRICT	60%	$801	$50.54	$8.48	Included	NA	10.65%	10.65%	13.15%	0.00%	None		13.15%		7.65%	$860	20.80%
ESPANOLA SCHOOL DISTRICT	60%	$801	$50.54	$8.48	Included	NA	10.65%	10.65%	13.15%	0.00%	None		13.15%		7.65%	$860	20.80%
ROSWELL SCHOOL DISTRICT	60%	$801	$50.54	$8.48	Included	NA	10.65%	10.65%	13.15%	0.00%	None		13.15%		7.65%	$860	20.80%
FARMINGTON SCHOOL DISTRICT	60%	$801	$50.54	$8.48	Included	NA	10.65%	10.65%	13.15%	0.00%	None		13.15%		7.65%	$860	20.80%
ALBUQUERQUE SCHOOL DISTRICT	60%	$801	$50.54	$8.48	Included	NA	10.65%	10.65%	13.15%	0.00%	None		13.15%		7.65%	$860	20.80%
LAS CRUCES SCHOOL DISTRICT	60%	$801	$50.54	$8.48	Included	NA	10.65%	10.65%	13.15%	0.00%	None		13.15%		7.65%	$860	20.80%
CARLSBAD SCHOOL DISTRICT	60%	$801	$50.54	$8.48	Included	NA	10.65%	10.65%	13.15%	0.00%	None		13.15%		7.65%	$860	20.80%
HOBBS SCHOOL DISTRICT	60%	$801	$50.54	$8.48	Included	NA	10.65%	10.65%	13.15%	0.00%	None		13.15%		7.65%	$860	20.80%
ALBUQUERQUE	80%	$990	$70.00	$13.28	1.4x Salary	3	14.65%	4.79%	9.15%	9.86%	None		19.01%		7.65%	$1,073	26.66%
CARLSBAD	70%	$1,301	Included	Included	Included	3	14.65%	14.65%	9.15%	0.00%	None		9.15%	x	7.65%	$1,301	16.80%
FARMINGTON	80%	$1,077	Included	Included	1.5x Salary	2	10.65%	10.65%	9.15%	0.00%	None		9.15%		7.65%	$1,077	16.80%
HOBBS	75%	$1,388	Included	Included	Included	2	10.65%	6.65%	9.15%	4.00%	None		13.15%		7.65%	$1,388	20.80%
LAS CRUCES	60%	$885	$52.21	NA	$4.20	3	14.65%	8.65%	9.15%	6.00%	None		15.15%		7.65%	$942	22.80%
LOS ALAMOS COUNTY	80%	$1,178	$82.70	$15.79	$4.50	3	15.65%	15.65%	9.15%	0.00%	None	9.00%	18.15%	0.25%	1.45%	$1,281	19.85%
ESPANOLA CITY	80%	$1,023	Included	Included	NA	3	14.65%	7.07%	9.15%	7.58%	None		16.73%	$4.20	7.65%	$1,027	24.38%
RIO ARRIBA COUNTY	65%	$959	$56.33	$8.86	$4.20	4	17.15%	12.15%	11.65%	5.00%	None		16.65%		7.65%	$1,028	24.30%
ROSWELL	90%	$1,168	$0.00	$0.00	$6.54	2	10.65%	10.65%	9.15%	0.00%	None		9.15%		7.65%	$1,175	16.80%
TAOS	80%	$956	Included	Included	Included	3	14.65%	10.65%	9.15%	4.00%	None		13.15%		7.65%	$956	20.80%
SANTA FE CITY	77%	$1,202	$55.22	NA	Included	3	14.65%	10.65%	9.15%	4.00%	1.13%		14.28%		7.65%	$1,257	21.93%
SANTA FE COUNTY	75%	$695	$55.00	9.43	$2.64	3	14.65%	4.79%	9.15%	9.86%	1.13%		20.14%		7.65%	$762	27.79%
TAOS COUNTY	70%	$683	$40.62	$6.70	$1.66	4A	17.15%	16.03%	11.65%	0.00%	1.13%		12.78%		7.65%	$732	20.43%
AVERAGE	68%	$935	$50.97	$8.68	$3.96								13.83%		7.38%	$1,077	21.22%
NCRDT	80.00%	$1,180	$69.61	$11.96	$3.36	2							9.15%		7.65%	$1,265	16.80%
		Health	Dental	Vision	Life								Ret	Ltd	SS/Med	Tot $	Tot %
DOLLAR DIFFERENCE		$245	$18.64	$3.28	($0.60)								-4.68%			$188	-4.42%
PERCENT DIFFERENCE		20.72%	26.78%	27.43%	-17.77%											14.87%	-26.33%

Pension: July 1 PERA contribution by employees will increase by 1.5%. For example, the city of Santa Fe legislated on May 22, 2013 to assume 75% of the 1.5% increase.
Health: July 1 Local entities participating in State health care plans; premiums will increase by 15%. Additionally, another 15% may incurr in December.

General Guidelines For

Recruitment, Interviewing & Employee Selection

Background and reference checks. Since organizations that provide information for background and reference checks run the risk of being sued for defamation, applicants should be required to sign authorizations for these checks to be performed. These authorizations usually include a statement that the applicant waives any action against the prospective and former employers based on statements made during the check.

Suggestions regarding Notices, authorizations, and waivers.

1- If planning to include a credit check as part of a background or reference check first notify the applicant in writing and obtain the applicant's written authorization. The notice with signature authorization must be provided on a stand-alone form, separate from the application form.
2- If not already obtained on a formal application, provide the applicant with a written notice informing them that a criminal check may be performed and that a criminal record is not an automatic ban to employment.
3- Include on the notice a statement that the workplace is smoke-free and drug-free and that the applicant agrees to comply with all related rules if actually hired.
4- If the company requires a pre-employment drug test or post-offer physical examination, include this information in the notice, along with a line for applicant to consent to these procedures.

Interview Questions: The purpose of an interview is to determine whether an applicant has the prerequisite skills, qualifications, and experience necessary to perform the job. In addition, the interviewer tries to decide if the candidate is compatible with the working environment, the organization's culture, and potential coworkers.

Questions, therefore, should be open-ended and require more than a simple "yes" or "no" answer. In addition, interviewers should ask applicants to give examples of actual work experiences that demonstrate their strengths and weaknesses. The candidate's responses can provide insight into organizational ability, personality, judgment, and ability to adapt to the company's working environment. Many employers involve potential coworkers in the interview process to help build a consensus within the department as to the applicant's overall skills, abilities, and compatibility.

In general, questions and notes should be limited to such job-related areas as education, experience, and ability to perform the job. Also, statements by interviewers should avoid misstating or exaggerating the job's benefits.

Managing an interview.

1. Have a set agenda in mind.
2. Spend the first minute or two of an interview telling the applicant how it will be conducted.
3. For example, the interviewer should let the applicant know the approximate length of the interview, whether it will be tape-recorded or notes will be taken, and how many people will be involved in the process.
4. Establish positive rapport with the applicant to encourage candid conversation.
5. Open-ended questions are more effective at eliciting information than questions that are designed to give specific answers.
6. Use "behavioral interviewing" where applicants are asked to describe how they have dealt with a specific situation in the past. For example, a candidate may be asked to describe a specific incidence in which he had to handle an irate customer.
7. At the end of the interview, let the applicant know what to expect with regard to another interview and when the company intends to fill the position.

Legal considerations for interview questions. With the exception of the Americans with Disabilities Act ("ADA") (which prohibits all pre-employment medical inquiries), no federal law specifically prohibits employers from asking questions about an applicant's protected class membership. However, most courts will assume that all questions are asked for a purpose and that selection or hiring decisions will be made on the basis of the answers. Thus, if an interviewer asks about an applicant's age or national origin, it is assumed that he intends to base the employment decision on that information. Even the simple asking of the question may be used as evidence against an employer in a discrimination claim.

To eliminate discriminatory questions, the EEOC recommends reviewing each question to determine whether:

(1) the answer will have a disparate effect by screening out minorities or members of one sex, and

(2) the information sought is really needed to judge the applicant's competence for the job. Questions that reveal an applicant's membership in a federal or state protected class should not be used. The EEOC will allow a question that is likely to have a disparate effect only when a "business necessity" can be shown. Three criteria must be met to claim a business necessity: (a) the information must be necessary to the safe and efficient operation of the business; (b) the question must effectively serve its intended purpose; and (c) there must be no alternative that would serve the same purpose with less discriminatory impact.

(3) all questions should relate to the candidate's ability to perform the job. Thus, employers should **focus on past experience, relevant education, prior employment, and the job duties of the particular position**. In addition, make sure that questions do not have the effect of "screening out" protected class members. For example, asking "Who is the primary caregiver for your children?" could be interpreted as screening out female candidates.

Race. Questions about an applicant's race or ethnic origin should be excluded. Do not ask for information about the social organizations or clubs to which the applicant belongs.

National origin. Do not try to determine whether a person is from another country by asking applicants to reveal their national origin or citizenship (except to demonstrate eligibility to work in the United States). Questions regarding the birthplace of an applicant's spouse or parents should be avoided; likewise, do not ask for a maiden name or ask about the origin of the applicant's name, such as whether it is Chinese. In addition, do not request an applicant's social security number; wait until after an offer is made if the number is needed for a background check or payroll purposes. Unless English-language proficiency is a bona fide job requirement, do not rate a candidate on this skill.

Disability. Direct inquiries about medical conditions or disabilities should not be asked, although all applicants may be asked about their ability to perform the functions of the job. To comply with the Americans with Disabilities Act, which specifically prohibits employers from asking any question that may elicit information about a disability, do not ask questions about specific diseases; number of days the applicant was sick in the previous year (but asking the number of "absences" in the previous year is allowed); mental health problems and history; past addiction to drugs or extent of illegal drug use (current illegal use may be questioned); and prescription drug use. Questions about job-related injuries and workers' compensation claims should also be excluded. Employers may ask if an applicant needs a reasonable accommodation in the preemployment process, such as assistance completing the application. However, the employer generally may not ask if the applicant needs a reasonable accommodation to perform the job, except in limited circumstances.

Gender. Employers **should not ask about** a person's gender; marital status; spouse's name, maiden name, or preference for "Miss" or "Mrs."; or **pregnancy, family plans, number and ages of children, or child care arrangements**. Employers can, however, ask if an applicant has ever been known by another name to perform accurate background checks.

Age. Employers should not request a date of birth (but the applicant may be asked if he is of legal age to work) or even age-related information such as the dates of primary or secondary school attendance (unless educational degrees are necessary for the job and the employer intends to verify the degree) to prevent any inference of age discrimination.

Religion. Employers should not inquire about religious holidays observed but may ask about the ability to work on weekends or holidays if availability is job-related. Applicants whose religious observance conflicts with work schedules may have to be offered an accommodation.

Military status. While employers may ask about job-related military experience or training, they may not inquire about a candidate's military status or type of military discharge.

Arrest or criminal record. Asking about a candidate's arrest record is expressly prohibited under many state laws and can expose the employer to claims of disparate impact based on race. However, **convictions may be investigated for relevance to the job**.

Financial status. Employers should not ask about a candidate's financial status (unless job-related), past pay garnishments, or bankruptcy, but may perform credit checks under Fair Credit Reporting Act guidelines.

Related to off-duty activities. Interviewers should usually eliminate questions about smoking or other legal, but unhealthful or dangerous, activities that the applicant may engage in off-duty. More than half of the states protect smokers against employment discrimination based on smoking off-duty, and a growing number prohibit discrimination based on any lawful off-duty activity.

General EEO. Other topics to be excluded from application forms and interviews include prior equal opportunity claims, sexual orientation (if covered by state or local law), and nonprofessional memberships and charities. Employers that are required to maintain affirmative action programs may need to compile data on the number of applicants who are females, minorities, disabled, or Vietnam-era or disabled veterans. This type of information should be solicited on a separate or tear-off sheet and kept in a file separate from the applicant's general information.

Offer Letter: Some employers prefer to make only verbal job offers because of the possibility that a written offer may be interpreted as a contract of employment. Many employers find, however, that the advantages of an offer letter outweigh this negative possibility. A written letter is reassuring to a prospective employee because it makes the offer more formal, tangible, and professional. Furthermore, having a written record of the deadline for accepting the offer, starting date, starting salary, and other pertinent information, helps prevent misunderstandings about the conditions of employment.

Date of offer. In addition to their practical benefits, offer letters also provide proof that a bona fide offer of employment was made and establish the offer's date. This record is especially significant relative to the timing of medical inquiries and examinations, background checks, and drug testing. For example, the Americans with Disabilities Act ("ADA") prohibits asking about medical information or conducting medical tests before a conditional offer is made.

Unlike medical testing, background checks and drug testing may be done either before or after making a conditional offer. *The company should be aware, however, that performing* ***background checks*** *prior to making a conditional offer can disclose an applicant's membership in a protected class or reveal other non-job-related information that can be used to support a hiring discrimination claim.*

Drug tests are not considered medical examinations under the ADA and, therefore, technically may be performed prior to a conditional offer of employment. As a practical matter, however, medical information that may violate the ADA if collected pre-offer may be needed to ensure the efficiency and accuracy of drug tests. It may be more prudent, therefore, as well as more efficient and economical, to postpone these procedures until a conditional offer has been made. If a job offer is being made contingent upon the results of medical examinations, background checks, or drug tests, this should be clearly stated in the offer letter.

Drafting an offer letter. Here are five simple guidelines for drafting an offer letter that does not create a contract:

1. Do not include any statements creating an expectation that employment is for a specific period of time or that termination will be only for specific reasons. For example, discussing bonuses the employee "will" receive at the end of the year can form the basis that the employee has a contract to work for a specific period. Similarly, references to job security or to specific disciplinary procedures can be interpreted to mean the employee can only be terminated in limited circumstances.
2. Do not describe the employee's pay only on the basis of an annual rate. Use references to a weekly, biweekly, or monthly rate and also include the phrase "equivalent to $X on an annual basis."

3. Use phrases such as "generally" and "typically" when referring to terms and conditions of employment, such as benefits and company policies. These generalized descriptions are less likely to be misinterpreted as binding promises.
4. Include a specific at-will statement so the employee understands that either party may terminate the relationship at any time.
5. As a final precaution, have legal counsel review the standard wording used in offer letters for any statements that may jeopardize the at-will employment relationship.

Reference Checking: Reference checking can eliminate undesirable applicants, identify the best candidate, reduce turnover and training costs, and even prevent liability for negligent hiring Many employers also perform other types of background checks on candidates, including criminal checks, consumer credit checks, driving record checks, and verification of educational background.

Generally, reference checks should be made before the offer of employment is extended so that the employer has as much information about a candidate as possible. In the interest of time, however, some employers make offers contingent on the reference check. Here are five tips for conducting legal, effective reference checks:

1. Insist that every applicant sign a release. Never check references before obtaining the candidate's written permission to do so. Consent is a strong defense to defamation and other tort (wrongful act) claims an applicant may bring, and it is also generally required under the Fair Credit Reporting Act (FCRA) before an employer can use a third party to conduct checks. To protect further against applicant lawsuits, the consent form also should include language that releases the organization and its agents, as well as former employers and reference givers, from any legal liability that may result from the checks.
2. Get job-related information from applicants. Before conducting reference checks, request that applicants provide background documentation such as old pay stubs, business cards, job descriptions, and performance appraisals. These items can be used to verify information provided in resumes, application forms, and interviews and can help identify specific issues to follow up on in reference inquiries.
3. Minimize reference resistance. Expect reference sources to be guarded, or even defensive, since so many organizations try to limit potential legal exposure by releasing only the "name, rank and serial number" of former employees. To facilitate the process, fax or mail the signed consent and release to the reference giver. When calling references, the interviewer can help break the ice by briefly sharing information about themselves, the organization, and the job the candidate has applied for. Some employers even ask an applicant to contact referrers first to help ensure that they can actually get through to them.
4. Keep questions pertinent. To help obtain relevant and consistent information on applicants, develop a reference check form with a list of standard questions and require it to be used for all checks. At a minimum, the form should cover the basics including dates of employment, positions held, and pay rates. In addition, it should contain open-ended questions about skills, qualifications, strengths, weaknesses, work habits, and suitability for the position. The form also should include specific questions about performance issues and disciplinary actions, eligibility for rehire, and reasons for leaving.
5. Document responses, even if limited ones. Keep an accurate written record of all your reference discussions to support your hiring decisions and to help protect against negligent hiring, defamation, and other legal claims. And, if the reference giver refuses to provide any information, document the request and the lack of cooperation.

Reference & Background Check Authorization & Waiver

To Whom It May Concern:

I (Name)_____, having recently made application for employment as the/a (Job Title)_____ with the North Central Regional Transit District (NCRTD), hereby affirm and express that I realize the business necessity of a background check to verify the accuracy of my application statements, previous experience and interview responses. I understand that this background check may include current employers, previous employers, personal references, credit record, criminal record, driving record and other pertinent sources.

I, therefore, not being under any compulsion, duress or undue influence of any kind or nature, hereby specifically authorize and direct any person, firm, corporation, agency or concern to give and release to the NCRTD, or their representative any and all information of whatever kind possessed by them in either verbal or written form, as NCRTD may request, regarding myself, including opinions as to character, competency, honesty and ability and any records related to me personally, which may have been kept- either public or private.

I release NCRTD, and the responding party and their officers and employees or representatives and hold them harmless for any action or decision that may be made as a result of a background check in connection with my application for employment with NCRTD.

Date:_____ Signed:_____
(Applicant)

Date:_____ Signed:_____
(Witness)

A Basic Guide

To

Writing Job Descriptions
&
Class Specifications

Introduction

The information that follows is designed to serve as a summary of the philosophy and concepts used in the creation of job descriptions or class specifications for a job classification system. It is intended to provide the user with an overview of the techniques for preparing a class or job description.

Job description/Class Specification and Series

A class or job description is a written statement of the characteristic duties, responsibilities, and qualification requirements that distinguish a given position or group of positions from other classes. Two or more classes which are similar in the nature of work performed but differ in level of responsibility and degree of difficulty, constitute a series (e.g. Clerk I, II, and III). Care should be taken to assure consistency among the specifications within a series; particularly, with regard to supervision received, difficulty and complexity of duties, responsibilities and required minimum qualifications.

Job Description & Class Specification
Format

(Organization Name)
Job Description

I. A-G ←

Class Title:	Class Code:
Section:	Pay Grade:
Division:	Effective Date:
Department:	Date Revised:

II. ← General Purpose

Reporting Relationships

III. ← Supervision Received

IV. ← Supervision Exercised

V. ← Essential Functions

VI. ← Minimum Qualifications

1. Education & Experience

A. Education

AND

B. Experience

OR

C. An equivalent combination or education and experience.

VII. ← 2. Required Knowledge, Skills & Abilities:

VIII. ← 3. Special Qualifications (Licenses, Certifications etc.)

IX. ← 4. Work Environment & Physical Demands

The above outline shall be further described on the pages which follow and shall be referenced according to the numeric designation pointed to at the left.

I -A The job or class **Title** should be brief, descriptive and consistent with other titles within the classification plan. Roman numerals should be used, where possible, to designate levels within a series; i.e., Clerk I, Clerk II, Clerk III, with the numeral "I" designating the lowest level (except in instances where the lowest level within a series is titled "Trainee".

I -B The **Section** defines a work group, unit or team, and may also represent a classification series.

I -C The **Division** is a subsection of the department. The title is specific to a functional area of responsibility.

I -D The **Department** is the largest level within the organization which is titled to specifically describe the general function(s) performed by its occupational group(s).

Example

Class Title:	*Police Officer I*
Section:	*Patrol/Traffic Control*
Division:	*Field Operations*
Department:	*Public Safety*

I-E The **Class Code** is assigned arbitrarily depending upon the size of the jurisdiction and the number of descriptions within the classification system. By positioning the code in the upper right hand corner, it may also serve as a page number. Code categories may designate departments or an occupational type, such as administrative, professional, technical, clerical, maintenance, etc.

I-F The **Pay Grade** is the result of the job analysis and evaluation process. It is the number used to express the equitable relationship which exists between that position and all other positions and classes, based on difficulty and responsibility of work performed. Positions of equal value can be treated alike for pay purposes throughout an organization. For example, grades may range from 1 to 20, 30, 40, etc., with 1 being the lowest pay range of a pay plan.

I-G The **Effective Date** is generally left blank, to be date stamped upon the material being accepted as final or is implemented. Dating the material will allow for better maintenance of the classification system. When ever any change in content or pay grade occurs, the **Date Revised** should be inserted or updated .

II The **General Purpose** statement is a capsule description which identifies the class, nature, kind and level of work. The statement should be definitive to differentiate this class from all other classes or to identify similarities. The statement will begin with "Performs.....followed by level and kind of work. When necessary for clarity, the occupational field should be added after kind of work. The general statement, in most instances, should be one or two sentences long and as brief as possible. For "kind of work" there is no absolute set terminology, the kind of work should be defined as briefly as possible by terms similar to the examples listed below to describe the general group of work, followed by the occupational field. The inclusion of the occupational field is useful if it clarifies unusual working conditions hazards or other classification factors not denoted by the level and kind of work. Generally, these terms are not modified unless necessary to distinguish between classes in a series, and the modification should usually be restricted to words such as "light, heavy, routine, advanced, complex." If two or more levels of work are involved, the higher level or the most common level should usually be stated first, e.g. "Performs supervisory and complex maintenance...." or "Performs administrative and professional...."

Occupational Group / Kind of Work

Labor, Craft and Trades: Manual Labor, Maintenance Work, Repair Work, Construction Work, Supervisory, etc.

Clerical, Secretarial, Office Machine, Public Contact: Clerical Work, Secretarial Work, Routine Administrative Support Work, Typing Work, Word Processing, Data Entry & Processing Work, Public Contact Work, etc.

Technical and Professional: Statistical Work, Analytical Work, Assessment Work, Inspection Work, Civil Engineering Work, Public Safety Work.

Supervisory & Principal Administrative: These terms define both level and kind of work.

Note: "Kind of Work" may be further modified when it is necessary to indicate a specialization within a group, position, or classification. For example, " Performs supervisory and complex **legal clerical** work" or "Performs principal administrative and professional **civil engineering** work".

Level of Work: The following terms should be used to express the level of work performed. A class or description may include one or more of these general groupings.

Labor, Craft & Trades	*Clerical, Secretarial Office Machine, Public Contact*	*Technical & Professional*
Master *Journey* *Apprentice*	*Advanced* *Full Performance* *Working Level* *Entry Level*	*Professional* *Para-Professional* *Technical*
Skilled *Semi-skilled* *Unskilled*		*Advanced* *Full Performance* *Working Level* *Entry Level*

III

Reporting Relationships is comprised of two separate statements, one defining the type of supervision received and the other, supervision exercised. The **Supervision Received** statement begins with "Works under.....", followed by the type of supervision received and the title or level of the position exercising the supervision. Administrative Superior is a common generic term which may be used. It means an individual who is administratively at a higher level, without defining the class. More specific examples of an administrative superior are Technical Supervisor, First-line supervisor, Lead Worker, Foreman, Board, Commission, Chief Executive Officer. The following terms should be used to indicate the type of supervision received: Immediate Supervision, Close Supervision, General Supervision, General Guidance & Direction, or Broad Policy Guidance & Direction.

Immediate Supervision: This phrase indicates the greatest amount of supervision and control from above, the least personal independence of action, and the least breadth of matters upon which the employee makes decisions. This particular level of supervision is recognized by its specificity and its application to details. The supervisor has not only the responsibility for assignments, flow of work, production, discipline and other management functions, but also the responsibility for proper instructions as to objectives, plans, policies, procedures and office methods, including specific responsibility for matters which are out of the ordinary or unusual when compared to the routine work performed. The employee's assignments, objectives and sequence of detailed steps in the work are prescribed through manuals, policies, directives, etc. Little opportunity is given for the employee to exercise personal initiative, discretion or judgment, or for the assumption of any real responsibility for results alone.

Generally, the employee is held personally responsible for accurate and proper application of steps in a well-recognized technique. If the employee has followed this technique and the instructions, his/her responsibility ends, because the responsibility for results rests with the supervisor. The employee is given no assignments requiring the exercise of experienced judgment except that gained by experience in a well-recognized or well-defined, standard, or conventional routine such as following procedures outlined in manuals or directives.

Close Supervision: The employee under "close supervision" has received exposure to the work of a given classification or position. The employee is familiar with the routine and with the methods or procedures affecting the particular position. It is presumed that the employee will be able to recognize instances which are out of the ordinary and which do not fall within existing instructions. The person is then expected to seek advice and further instructions. Reviews and checks of the employee's work are applied only to an extent sufficient to keep the supervisor aware of progress and to insure that instructions are being followed.

General Supervision: This phrase indicates that the control from above is not a particularized supervision, but a general control, not intimately bearing upon the details of he employee's work. The assignments and objectives are prescribed for the employee, but the person's work methods are seldom supervised, reviewed or controlled while the work is in progress. This is" results oriented" supervision. The employee is expected to plan the sequence of detailed steps by using experienced judgment and discretion within the understood parameters of the position. The person is expected to solve through initiative, most problems of detail that come up in the course of the work. The problems of unusual nature, the employee is expected to revise the procedures and methods to accommodate these conditions. There is substantive and personal responsibility for results, circumscribed by the scope of the assignments.

The principal elements of general supervision in relation to the technical aspects of a position relate to personal accountability for accomplishing prescribed results and objectives, and considerable freedom while the work is in progress.

In those cases where general supervision is found in both management and technical functions, the following indicators are also usually present: considerable freedom from control over sequence of assignments, a fair degree of responsibility for determining what shall be done next and a substantial degree of independence in planning and organizing assigned work activities.

General Guidance & Direction: This phrase indicates a general and somewhat removed control which manifests itself directly only on limited occasions. Such phases as planning and organizing the details of work and deciding the methods to produce a given result are completely in the hands of the employee. The employee is expected to carry out not only all the ordinary affairs of the position, but to meet unusual situations and provide proper interpretations without advise or instruction other than that afforded by the general plans, regulations and purposes which are applicable to all work in the unit, section, division or department.

Active control from a higher-level is manifested only where matters of broad policy and coordination, long range planning, expenditure of funds and related items are involved. And even in such matters, the employee generally participates by making recommendations or developing ideas in conference with superiors. Actual contact between the employee and superior, personally or through memoranda, is, however, rather limited in terms of frequency and matters covered, when compared to the whole scope of the employee's duties and responsibilities.

Broad Policy Guidance & Direction: This phrase is characterized by a heavy personal responsibility on the part of the employee and broad authority for accomplishing the mission, as well as for making policy and developing and delegating plans for carrying out work programs. There is practically complete freedom and relative infrequency of reference to others for advice and instructions, even when unusual problems are involved. These are the highest level positions, normally reporting to a Board, Commission, and /or Chief Executive Officer.

When indicating the source of the supervision provided to a position or classification, and where it is more useful to utilize a generic approach to the classification rather than showing a specific title of a supervisor; the use of supervisory levels is appropriate.

IV When describing **Supervision Exercised**, the following format should be used to indicate the type of supervision, control or responsibility exercised over other personnel. Utilizing the levels of supervision defined above; "Provides (level, i.e. close, general, etc.) supervision to (list the titles or occupational groups for the positions supervised, i.e., Clerical, Secretarial, Technical, Professional, Operators, etc.). If no supervisory responsibility is present in the position or classification, then "None" should be indicated, or left blank.

V **Essential Functions** are descriptive, but are not intended to be either all-inclusive or restrictive. It is intended that these statements represent management's choice of essential functions which would or could be tested under the ADA. It is neither necessary nor advisable to attempt to write a comprehensive job description. Details of the job are reserved for performance plans. A sufficient number of examples to present a clear picture of the work and nature of the work is generally 8-10 statements. Each statement should answer the questions, "What is performed", "How is the task performed", and "Why is performed". Sentences listing examples of duties usually start with a verb of the present tense, such as: "Performs..." , "Inspects...","Researches...","Interprets...","Evaluates..." "Reviews...", "Delegates..." , "Monitors...", "Coordinates...", "Investigates...", etc. Closely related duties should be grouped into a single paragraph and separated by a semi-colon. Generally, the statements are in order of importance.

VI The **Minimum Qualifications** portion of the description describes the lowest level of education, experience, knowledge, skills, and abilities required for entry into the position. In competitive recruitments it is likely that the successful applicant for a vacancy would exceed the minimum qualifications. There are three parts to the statement: Education, Experience, and Equivalence. The following are examples of each.

Education Statements	Experience Statements
High School: *"High School graduation or equivalent"* ***Some College:*** *"___ years of college with course work in ____."* ***College:*** *Graduation from college with a bachelor degree in ___."* ***Advanced College:*** *Graduation from college with a (Masters, PhD) degree in ___."*	***If "0": None*** ***If a specific number of years: "____ years of progressively responsible experience related to ____."***

The *Equivalence Statement* is an "Or" statement: "Or, an equivalent combination of education and experience". This statement should be on all job descriptions in order to prevent allegations of discriminatory personnel management practices. If the position requires by law either specific education, training, certification, or licensing then the equivalence statement may not be included.

VII

The **Knowledge, Skills & Abilities** portion can be used as a guide for the development of recruitment procedures and selection devices, including written or oral examinations. They are listed in one paragraph for each element, with knowledge first, skills second, and abilities last. Explanation and definitions are as follows:

Some Knowledge: Entry level knowledge. Enough familiarity with the field to know elementary terminology and principles and their application to simple problems.

Working Knowledge: Enough knowledge in the field to understand everyday terminology and principles and their application to "journey" level problems; a level of knowledge often expected to be obtained through major course work in post-high school training, on-the-job training and experience.

Considerable Knowledge: Enough advanced knowledge in the field to understand terminology and principles and their application to problems beyond the "journey level" or everyday level. This level is expected to be obtained through experience at the working level that has provided for the increasingly difficult and independent application of principles. methods, and procedures.

Thorough Knowledge: Nearly completed knowledge in the field acquired through considerable experience in the application of principles, techniques, theory, and methods in solving unusual and difficult problems and in developing operational policies.

Extensive Knowledge: The most advanced degree of knowledge likely to be found, implying professional mastery and understanding in the field. This level would be used sparingly and only for exacting technical and professional level positions.

Skills: Skill requirements should be specified when the skill is in a measurable area or field. Skills imply performance levels needing no further training to qualify for the job and perform essential job functions.

Abilities: This requirement should be phrased, "Ability to ....." Certain abilities appear in almost all class specifications and descriptions.

VIII

Special Qualifications is used to identify required or essential licenses, certifications, registrations, professional designations or other requirements which may be established by law, practice, or bona fide occupational qualification (BFOQ). Membership in associations or professional organizations and societies may be included on the description if membership is a requirement to be hired or retain the position.

IX

Work Environment & Physical Demands describes typical surroundings, including hazards associated with various tasks. The physical and mental demands identify both the degree and types of effort normally exerted in performing job tasks. Also noted would be unusual demands for work positions, such as excessive standing, sitting, crawling, bending, lifting, etc. Supplemental material with comprehensive analysis should be contained in the job files which document the job status under the Americans with Disabilities Act (ADA).

Sample Action Verbs

ACCEPT	CREDIT	JUSTIFY	REQUEST
ACCOUNT	DECIDE	MAINTAIN	REQUIRE
ACQUIRE	DECLARE	MAKE	REQUISITION
ARRANGE	DEFINE	MEASURE	RETURN
ACTIVATE	DESIGN	MEET	REVIEW
ADHERE	DETERMINE	MODIFY	SAFEGUARD
ADMINISTER	DETERMINE	NEGOTIATE	SCHEDULE
ALLOCATE	DEVELOP	OPERATE	SCREEN
ANALYZE	DIRECT	ORGANIZE	SECURE
ANTICIPATE	DISBURSE	PARTICIPATE	SEEK
APPRAISE	DISCHARGE	PERFORM	SELECT
APPROVE	EMPLOY	PLAN	SERVE
ASSIGN	ENGAGE	PREPARE	SERVICE
ASSIST	ESTABLISH	PRESIDE	SHIP
ASSUME	EVALUATE	PRESIDES	STIMULATE
AUDIT	EXECUTE	PROCESS	STORE
AUTHORIZE	EXERCISE	PROCURE	STRENGTHEN
CHANGE	EXTEND	PRODUCE	SUBMIT
CHANGES	FOLLOW	PROGRAM	SUPERVISE
COLLECT	FORECAST	PROMOTE	SUPPLY
COLLECT	FORMULATE	PROPOSE	TERMINATE
COMPARE	FURNISH	PROTECT	TEST
COMPILE	GIVE	PROVIDE	TRAIN
CONCERN	GUIDE	PUBLICIZE	TRANSFER
CONSIDER	HANDLE	PURCHASE	UPGRADE
CONTACT	HOLD	RECEIVE	WRITE
CONTINUE	HOST	RECLAIM	
CONTRACT	IDENTIFY	RECOMMEND	
CONTRIBUTE	IMPROVE	RECRUIT	
CONTROL	INFORM	REJECT	
COOPERATE	INITIATE	RELEASE	
COORDINATE	INSURE	RENDER	
CORRECT	INTERPRET	REPEAT	
COUNSEL	INTERVIEW	REPORT	
CREATE	INVESTIGATE	REPRESENT	

Glossary of Classification Terms

Abilities	See "required knowledge, skills and abilities".
Allocation	The placement of any position into a particular class and pay grade
Career Ladder	The structure by which an employee could move upward through higher classes on the basis of ability.
Class	A group of positions sufficiently alike in all respects to be encompassed under a single descriptive title; description of work, examples of duties, minimum qualifications, and pay range.
Entry Level	Entry level is generally self descriptive. It is reflective of the minimum qualifications established for the classification which are written to represent the absolute minimum amounts of education and or experience required to "enter"
Essential Functions	A list of examples of essential duties that describe work typically performed by a class of positions. Included are enough examples as necessary to present a clear, concise picture of the class. The list may not be all inclusive nor do all positions necessarily perform every duty.
Findings	A factual listing of the duties and responsibilities of a position as found by the classifier.
Full Performance	Indicates a level of competency indicative of positions or classifications which function with considerable freedom from close or general supervision. Incumbents are generally very proficient in the majority of tasks which comprise the class or job.
General Purpose	A capsule description of a position or class, usually in one or two sentences and definitive enough to differentiate one class from another.
Incumbent	The individual currently occupying a specific position.
Knowledge	See "required knowledge, skills, and abilities".
Minimum Qualifications	The extent and type of education, experience, knowledge, skills, abilities and special qualifications an individual must possess to e eligible for employment consideration for a given classification.
Mixed Position	A position performing two or more unrelated duties. A mixed position is allocated to the class most nearly appropriate for the highest level of work performed, provided that that work is performed a substantial amount of the time in relation to other duties.

Position	☞	A combination of current duties and responsibilities assigned or delegated by a competent authority to be performed by an individual. The position may be occupied or vacant, full-time or part-time, temporary or permanent.
Required Knowledge, Skills & Abilities	☞	All those human qualities, characteristics and know-how expected to be able to perform the essential functions of the position. This statement may also include how such KSA's are acquired, i.e., formal training, in-service training, or experience.
Special Qualifications	☞	Any special registration, license, or other requirement based upon law, an ordinance, regulation etc that is not generally included under education and experience, but is necessary for performing the work or qualifying for the position.
Working Level	☞	Classifications which require the ready application of knowledge, skills, and abilities required in the performance of the tasks for the job or class. Working level assumes the completion of introductory orientation periods and required training (academic and on-the-job). Working level competency does not generally require more than close to general supervision.

North Central Regional Transit District
Financial Summary
As of June 30, 2013

Summary:
The North Central Regional Transit District (NCRTD) is currently reporting 12 months of financial activity. The standard for expenses that should be spent for the twelve month period is 100% of the budget.

The month of June does not reflect all expenses because the Finance Department will continue to process invoices for the remainder of the month. There will also be the close out of the FY13, in which we will be expecting invoices for Accounts payable to float in up to mid-July. The final 4th Quarter report will be submitted to DFA and for Review by the Board in the August Board meeting.

All budget figures in the revenue and expense charts and tables have been divided using a straight-line method to allocate monthly budget figures. A comparative analysis in revenue and expenses is presented to compare the previous year operating results.

Financial Highlights

Revenue:
As of June 30, 2013, total revenue of $7,892,963 was received by NCRTD. The revenue consists of $5,731,248 of Gross Receipt Taxes (GRT) collected by participating counties, $1,596,005 of Federal Revenue, $500,000 Local match from Los Alamos County, $65,710 of Proceeds from the Sale of Auctioned Vehicles, Transit Fares, Bank Interest and Miscellaneous Revenue.

The amounts collected in GRT for the months of April 2013, through June 2013 lag two months behind from the counties, from the months of activity. Total collected to date is 82% of budgeted revenue.

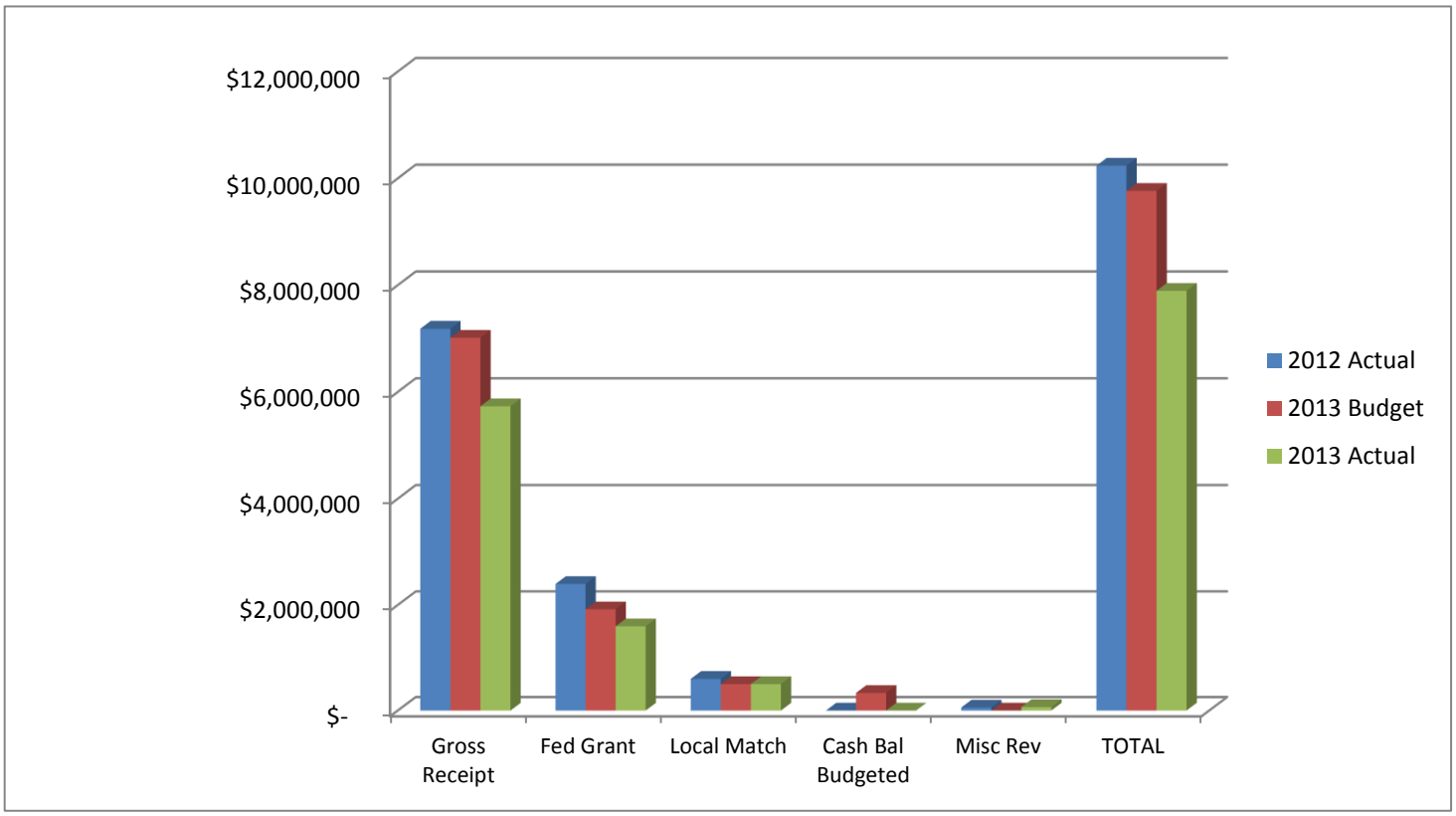
Expenditures:
For the month ending June 30, 2013, NCRTD recognized expenditures totaling $6,966,263 which is 71.3% of total budgeted expenditures. This percentage is below the standard 100% for the time period, mostly due to quarterly (instead of monthly) payments to the City of Santa Fe and Los Alamos County for transit services. We also received the Invoice for City of Santa Fe for the past three (3) Quarters at once.

Of the $6,966,263 spent by NCRTD, $779,655 was in Administration, $5,823,195 in Operations and $363,415 was in Capital Outlay.

Administration has spent 67.0% of their budget, Operations has spent 82.1% and 24.0% in Capital Outlay.

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)
NCRTD Revenue by Sources
As of June 30, 2013

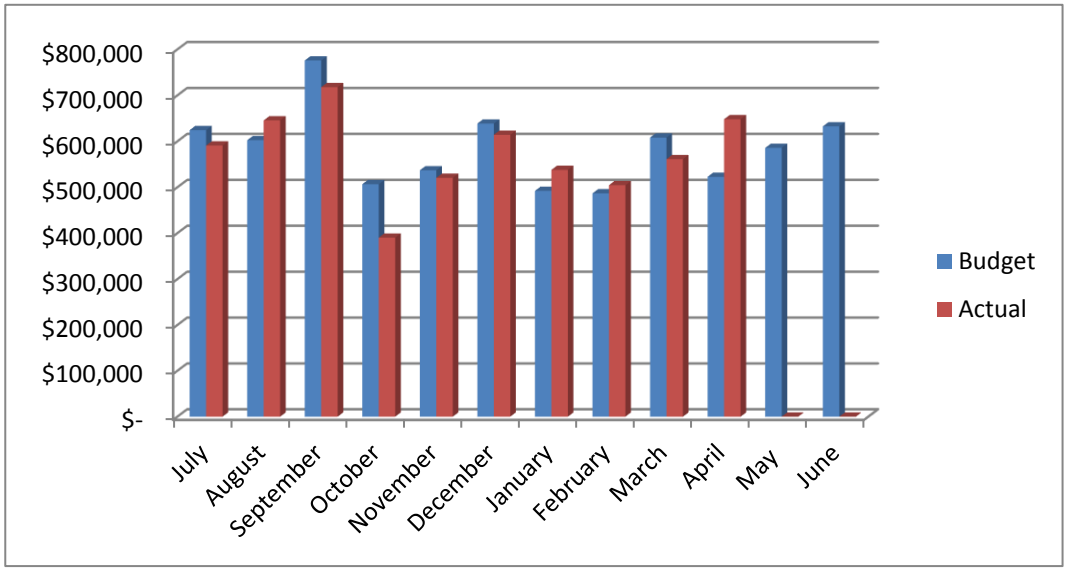


	2012 Actual	2013 Budget	2013 Actual	% of Actual vs budget
Gross Receipt	$ 7,183,334	$ 7,013,800	$ 5,731,248	81.7%
Fed Grant	$ 2,397,970	$ 1,917,879	$ 1,596,005	83.2%
Local Match	$ 600,000	$ 500,000	$ 500,000	100.0%
Cash Bal Budgeted	$ -	$ 333,000	$ -	0.0%
Misc Rev	$ 56,140	$ -	$ 65,710	0.0%
TOTAL	$ 10,237,444	$ 9,764,679	$ 7,892,963	80.8%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Gross Receipts Revenue Thru June 30, 2013



Budget to Actual FY2013

($ thousands)

	Budget	Actual	Actual Revenue % of Monthly Budget
July	$ 624,424	$ 590,848	95%
August	$ 602,595	$ 645,616	107%
September	$ 776,092	$ 717,978	93%
October	$ 506,704	$ 390,333	77%
November	$ 536,922	$ 520,527	97%
December	$ 638,669	$ 614,240	96%
January	$ 492,211	$ 537,863	109%
February	$ 486,854	$ 504,470	104%
March	$ 608,187	$ 561,238	92%
April	$ 522,719	$ 648,134	124%
May	$ 585,819	$ -	0%
June	$ 632,603	$ -	0%
	$ 7,013,799	**$ 5,731,248**	**82%**

Prior Year vs. Current Year

($ thousands)

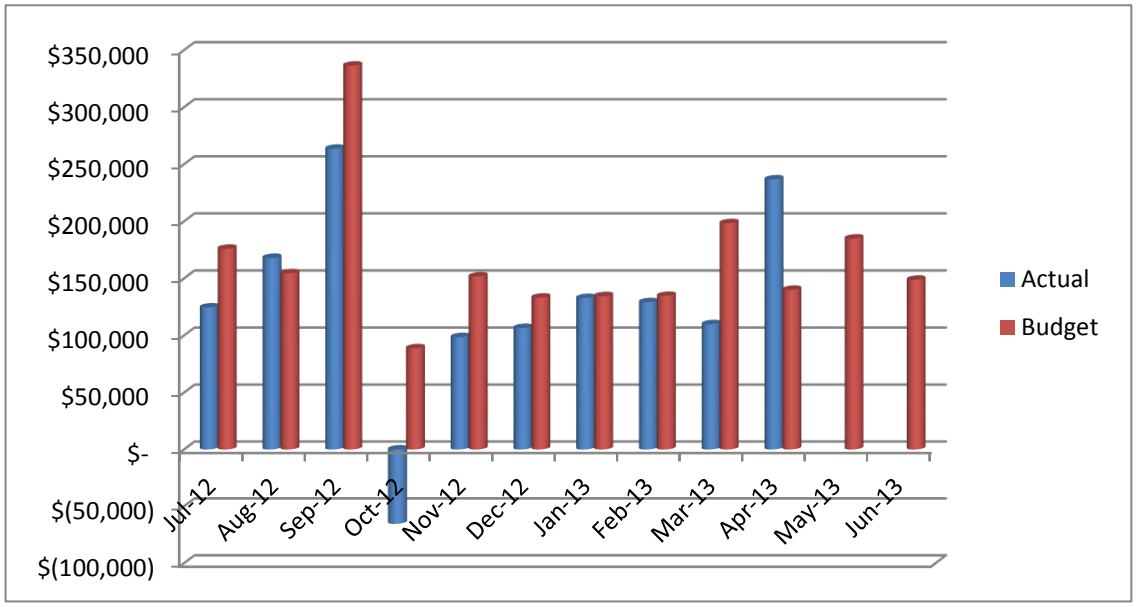
	Prior Year FY2012	Current Year FY2013	Inc/Dec from Prior Year to Current Year
July	$ 537,428	$ 590,848	$ 53,420
August	$ 637,978	$ 645,616	$ 7,638
September	$ 890,381	$ 717,978	$ (172,403)
October	$ 421,413	$ 390,333	$ (31,080)
November	$ 487,320	$ 520,527	$ 33,207
December	$ 706,831	$ 614,240	$ (92,591)
January	$ 607,499	$ 537,863	$ (69,636)
February	$ 354,166	$ 504,470	$ 150,304
March	$ 641,741	$ 561,238	$ (80,503)
April	$ 669,266	$ 648,134	$ (21,132)
May	$ 552,255	$ -	$ (552,255)
June	$ 521,420	$ -	$ (521,420)
	$ 7,027,698	**$ 5,731,248**	**$ (1,296,451)**

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Gross Receipts Revenue By County

LOS ALAMOS COUNTY



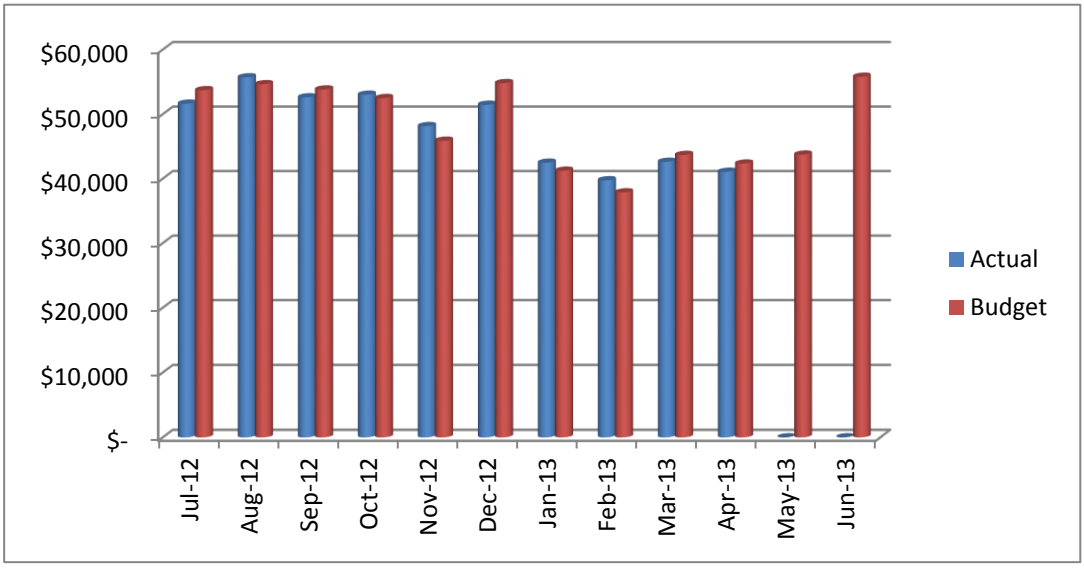
Date Received		Actual	Budget	Actual Revenue % of Monthly Budget
9/24/2012	Jul-12	$ 124,560	$ 176,002	71%
10/26/2012	Aug-12	$ 167,973	$ 154,497	109%
11/26/2012	Sep-12	$ 263,631	$ 336,445	78%
N/A	Oct-12	$ (65,391)	$ 88,794	-74%
1/30/2013	Nov-12	$ 98,601	$ 151,722	65%
2/25/2013	Dec-12	$ 106,557	$ 133,190	80%
3/22/2013	Jan-13	$ 132,835	$ 134,479	99%
4/22/2013	Feb-13	$ 129,189	$ 134,677	96%
6/7/2013	Mar-13	$ 109,903	$ 198,398	55%
6/21/2013	Apr-13	$ 236,761	$ 140,028	169%
	May-13		$ 184,921	0%
	Jun-13		$ 148,848	0%
	YTD Total	$ 1,304,620	$ 1,982,001	66%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Gross Receipts Revenue By County

RIO ARRIBA COUNTY



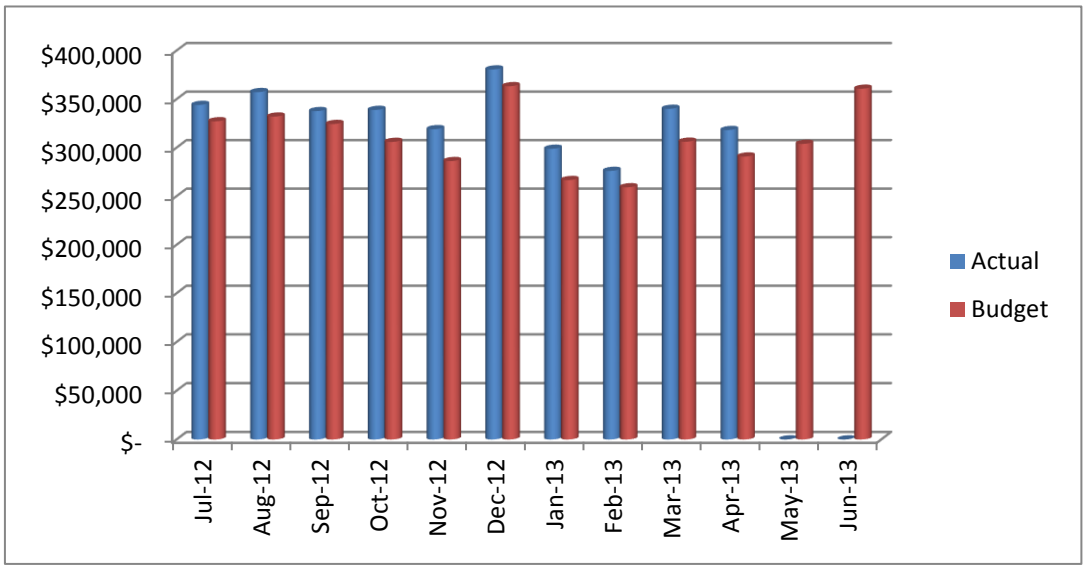
Date Received		Actual	Budget	Actual Revenue % of Monthly Budget
10/11/2012	Jul-12	$ 51,622	$ 53,708	96%
11/8/2012	Aug-12	$ 55,703	$ 54,636	102%
1/9/2013	Sep-12	$ 52,600	$ 53,824	98%
1/9/2013	Oct-12	$ 53,009	$ 52,490	101%
2/7/2013	Nov-12	$ 48,144	$ 45,878	105%
3/1/2013	Dec-12	$ 51,452	$ 54,810	94%
3/28/2013	Jan-13	$ 42,472	$ 41,238	103%
5/13/2013	Feb-13	$ 39,752	$ 37,874	105%
6/18/2013	Mar-13	$ 42,612	$ 43,674	98%
TBD	Apr-13	$ 41,070	$ 42,340	97%
	May-13	$ -	$ 43,732	0%
	Jun-13	$ -	$ 55,796	0%
	YTD Total	$ 478,435	$ 580,000	82%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Gross Receipts Revenue By County

SANTA FE COUNTY



Date Received		Actual	Budget	Actual Revenue % of Monthly Budget
9/25/2012	Jul-12	$ 343,976	$ 327,152	105%
10/25/2012	Aug-12	$ 357,202	$ 331,996	108%
11/30/2012	Sep-12	$ 337,614	$ 324,357	104%
12/20/2012	Oct-12	$ 338,872	$ 305,913	111%
1/24/2013	Nov-12	$ 318,969	$ 286,164	111%
2/27/2013	Dec-12	$ 380,531	$ 363,295	105%
3/21/2013	Jan-13	$ 298,821	$ 266,602	112%
4/22/2013	Feb-13	$ 276,041	$ 259,150	107%
5/29/2013	Mar-13	$ 339,972	$ 306,099	111%
6/24/2013	Apr-13	$ 318,123	$ 290,822	109%
	May-13	$ -	$ 303,863	0%
	Jun-13	$ -	$ 360,686	0%
	YTD Total	$ 3,310,123	$ 3,726,099	89%

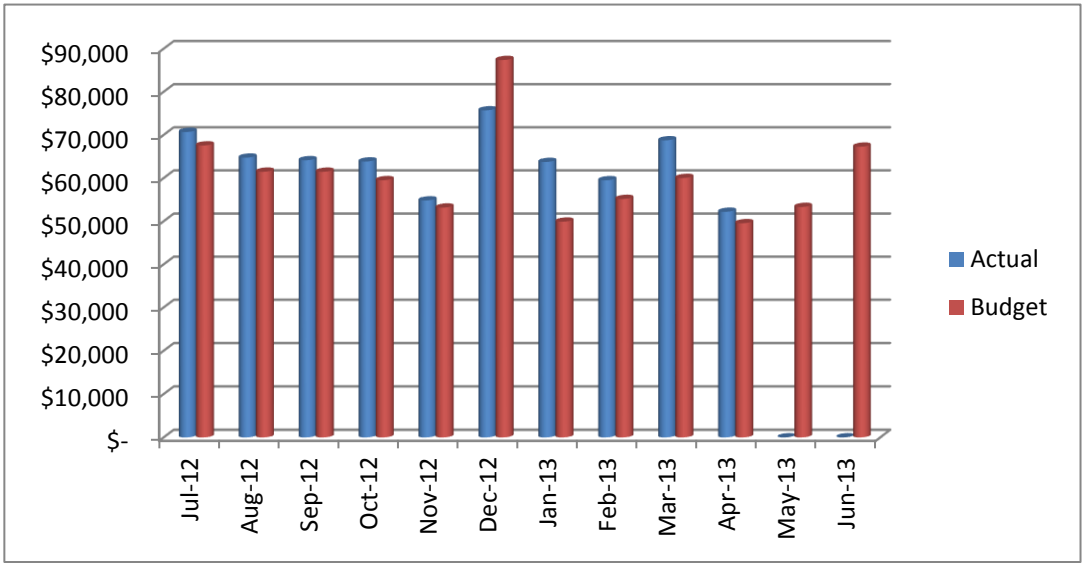
** Note one-half of the SF County GRT is allocated to Rio Metro

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Gross Receipts Revenue By County

TAOS COUNTY

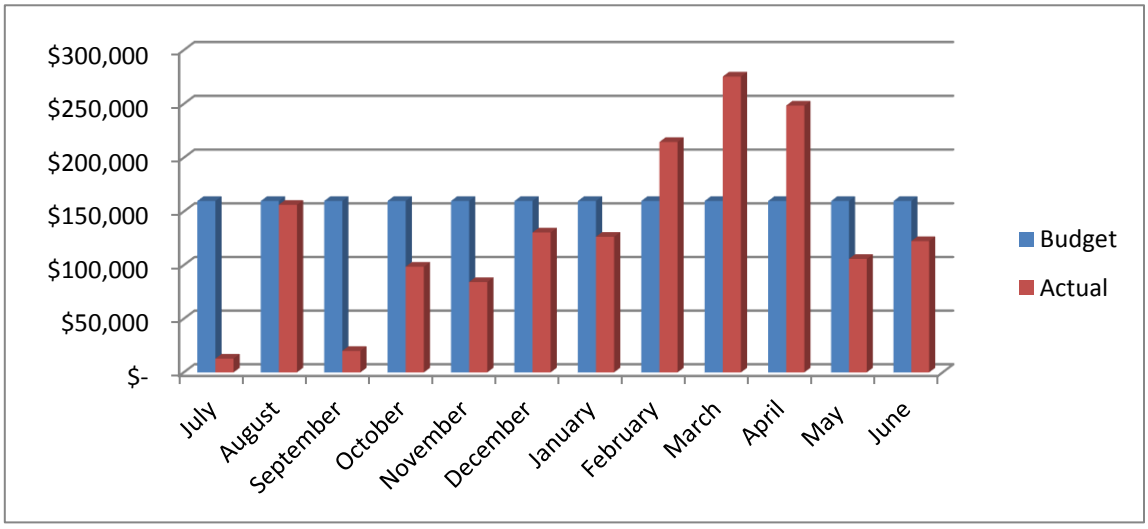


Date Received		Actual	Budget	Actual Revenue % of Monthly Budget
9/22/2012	Jul-12	$ 70,690	$ 67,563	105%
10/22/2012	Aug-12	$ 64,738	$ 61,467	105%
11/26/2012	Sep-12	$ 64,133	$ 61,467	104%
1/9/2013	Oct-12	$ 63,843	$ 59,507	107%
1/30/2013	Nov-12	$ 54,813	$ 53,158	103%
3/1/2013	Dec-12	$ 75,700	$ 87,374	87%
3/22/2013	Jan-13	$ 63,735	$ 49,892	128%
4/25/2013	Feb-13	$ 59,488	$ 55,153	108%
5/29/2013	Mar-13	$ 68,751	$ 60,015	115%
6/21/2013	Apr-13	$ 52,180	$ 49,529	105%
	May-13	$ -	$ 53,303	0%
	Jun-13	$ -	$ 67,272	0%
	YTD Total	$ 638,070	$ 725,700	88%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Grant Revenue



Budget to Actual FY2013
($ thousands)

	Budget	Actual	Actual Revenue % of Monthly Budget
July	$ 159,823	$ 12,892	8%
August	$ 159,823	$ 156,324	98%
September	$ 159,823	$ 20,023	13%
October	$ 159,823	$ 98,589	62%
November	$ 159,823	$ 84,275	53%
December	$ 159,823	$ 130,478	82%
January	$ 159,823	$ 126,499	79%
February	$ 159,823	$ 214,632	134%
March	$ 159,823	$ 275,465	172%
April	$ 159,823	$ 248,497	155%
May	$ 159,823	$ 105,895	66%
June	$ 159,823	$ 122,435	77%
	$ 1,917,879	**$ 1,596,005**	83%

Prior Year vs. Current Year
($ thousands)

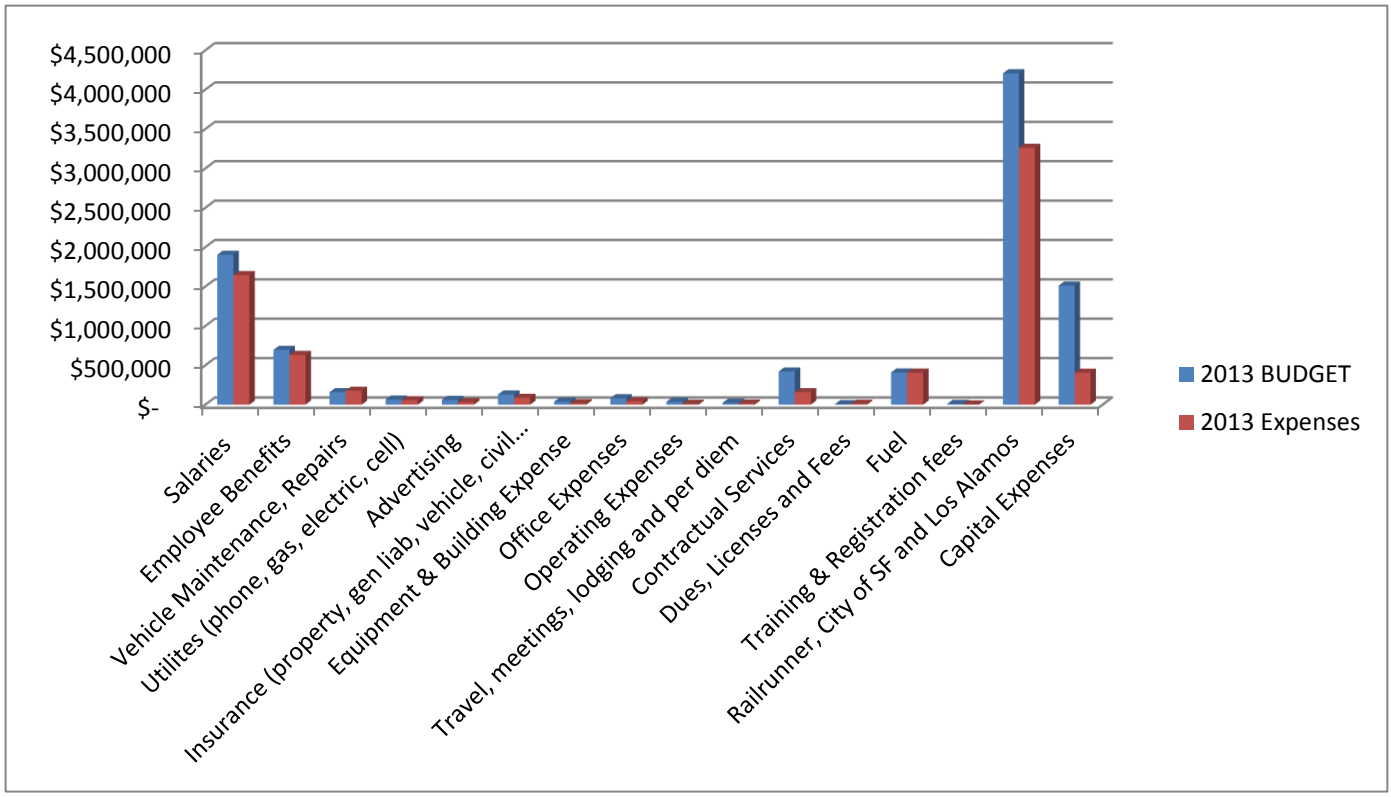
	Prior Year FY2012	Current Year FY2013	Inc/Dec from Prior Year to Current Year
July	$ 117,255	$ 12,892	$ (104,363)
August	$ 277,214	$ 156,324	$ (120,890)
September	$ 147,307	$ 20,023	$ (127,284)
October	$ 106,559	$ 98,589	$ (7,970)
November	$ -	$ 84,275	$ 84,275
December	$ 78,638	$ 130,478	$ 51,840
January	$ 166,375	$ 126,499	$ (39,876)
February	$ 630,114	$ 214,632	$ (415,482)
March	$ 160,966	$ 275,465	$ 114,499
April	$ 315,561	$ 248,497	$ (67,064)
May	$ 153,703	$ 105,895	$ (47,808)
June	$ 192,660	$ 122,435	$ (70,225)
	$ 2,346,352	**$ 1,596,005**	

MONTHLY BOARD REPORT

FY2013 (July 1, 2021 to June 30, 2013)

NCRTD Expenses by Type

As of June 30, 2013



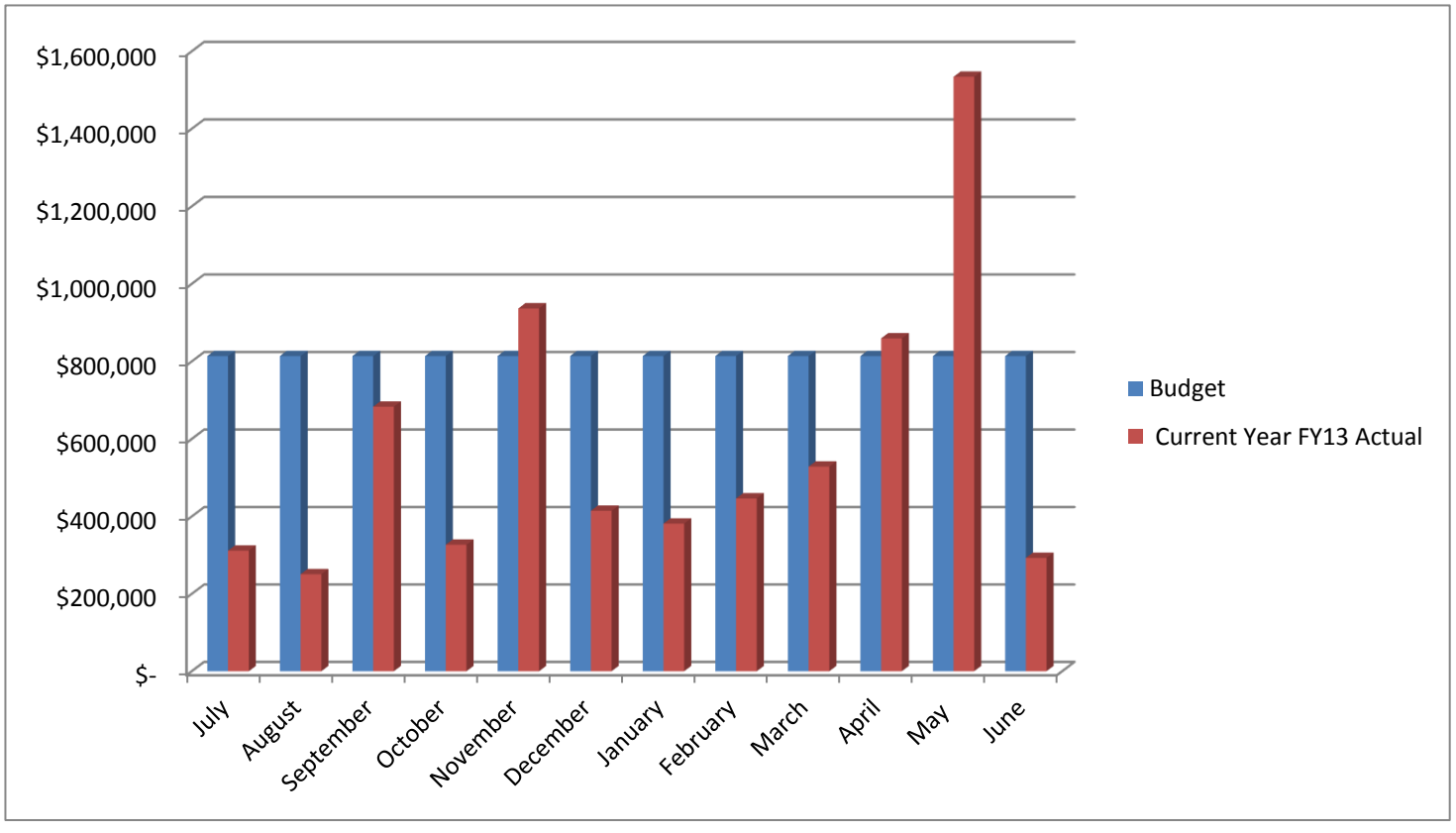
Comparative Expenses by Type

	2013 BUDGET	2013 Expenses	YTD Budget Variance -100%
	$	$	
Salaries	$ 1,903,838	$ 1,646,025	86.5%
Employee Benefits	$ 696,278	$ 632,477	90.8%
Vehicle Maintenance, Repairs	$ 159,000	$ 177,305	111.5%
Utilites (phone, gas, electric, cell)	$ 65,332	$ 56,547	86.6%
Advertising	$ 61,350	$ 32,455	52.9%
Insurance (property, gen liab, vehicle, civil rights)	$ 130,000	$ 85,956	66.1%
Equipment & Building Expense	$ 38,900	$ 18,679	48.0%
Office Expenses	$ 81,765	$ 42,830	52.4%
Operating Expenses	$ 37,400	$ 11,877	31.8%
Travel, meetings, lodging and per diem	$ 23,811	$ 13,846	58.1%
Contractual Services	$ 421,300	$ 158,839	37.7%
Dues, Licenses and Fees	$ 6,600	$ 12,013	182.0%
Fuel	$ 408,600	$ 406,647	99.5%
Training & Registration fees	$ 9,900	$ 2,952	29.8%
Railrunner, City of SF and Los Alamos	$ 4,208,280	$ 3,261,918	77.5%
Capital Expenses	$ 1,512,326	$ 405,899	26.8%
TOTAL	$ 9,764,680	$ 6,966,263	71.3%

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

NCRTD BUDGET EXPENDITURES OVERALL



Budget to Actual FY2013
($ thousands)

	Prior Year FY12 Actual	Budget	Current Year FY13 Actual	Inc/Dec of Budget vs Actual
July	$ 142,344	$ 813,723	$ 311,578	$ 502,145
August	$ 963,643	$ 813,723	$ 250,791	$ 562,932
September	$ 721,573	$ 813,723	$ 683,194	$ 130,529
October	$ 837,581	$ 813,723	$ 326,905	$ 486,818
November	$ 739,592	$ 813,723	$ 936,614	$ (122,891)
December	$ 1,080,601	$ 813,723	$ 414,507	$ 399,216
January	$ 275,156	$ 813,723	$ 381,446	$ 432,277
February	$ 485,137	$ 813,723	$ 446,430	$ 367,293
March	$ 584,671	$ 813,723	$ 528,488	$ 285,235
April	$ 952,560	$ 813,723	$ 859,345	$ (45,621)
May	$ 789,958	$ 813,723	$ 1,534,149	$ (720,425)
June	$ 634,183	$ 813,723	$ 292,818	$ 520,905
	$ 8,206,999	**$ 9,764,680**	**$ 6,966,263**	**$ 2,798,417**

71%

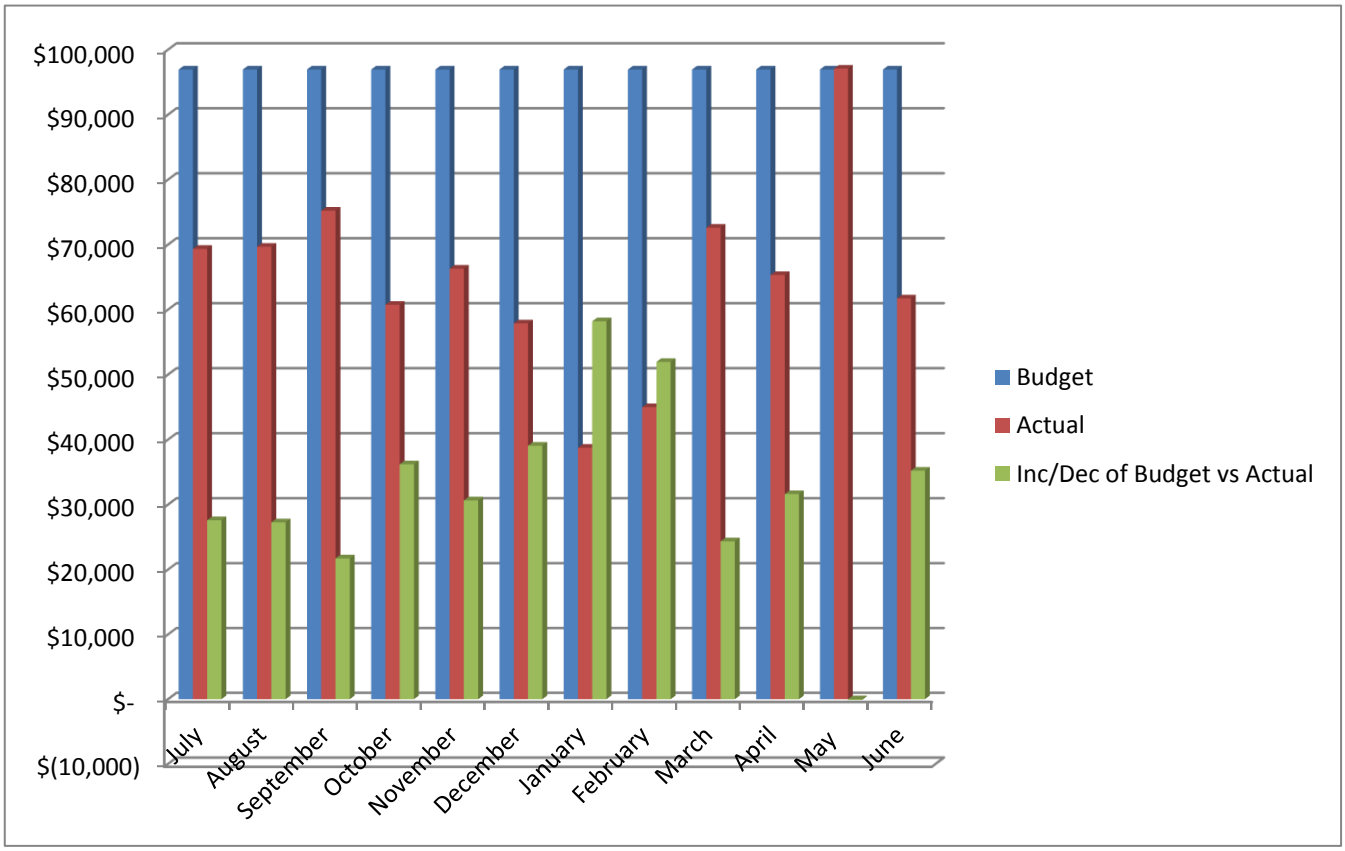
TOTAL NCRTD Budget

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Administration Expense Summary

Year to Date Budget Variance - 100%



Budget to Actual FY2013
($ thousands)

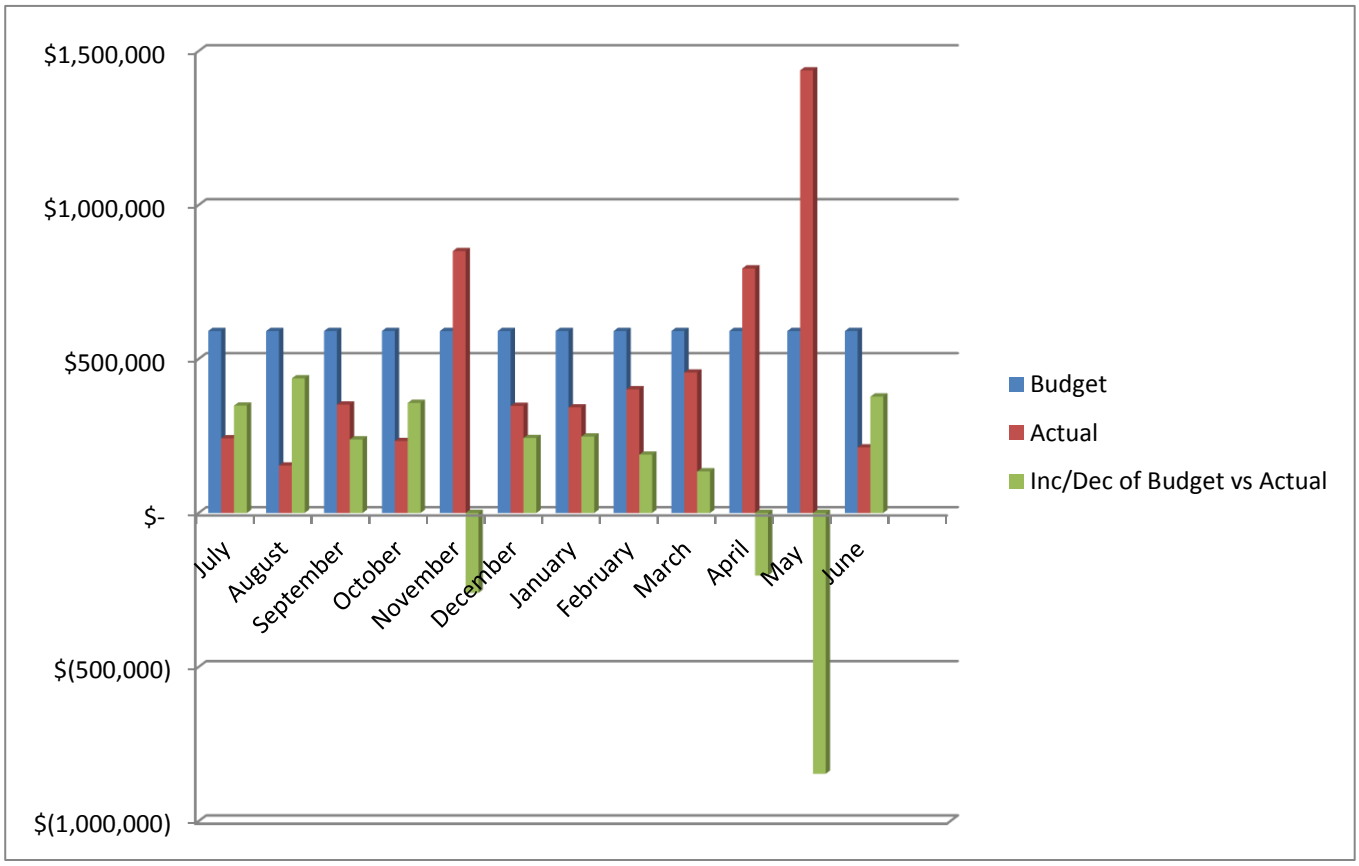
	Budget	Actual	Inc/Dec of Budget vs Actual	YTD Budget Variance -100%
July	$ 96,949	$ 69,348	$ 27,601	71.5%
August	$ 96,949	$ 69,675	$ 27,274	71.9%
September	$ 96,949	$ 75,225	$ 21,724	77.6%
October	$ 96,949	$ 60,747	$ 36,202	62.7%
November	$ 96,949	$ 66,298	$ 30,651	68.4%
December	$ 96,949	$ 57,883	$ 39,066	59.7%
January	$ 96,949	$ 38,744	$ 58,205	40.0%
February	$ 96,949	$ 44,995	$ 51,954	46.4%
March	$ 96,949	$ 72,604	$ 24,345	74.9%
April	$ 96,949	$ 65,329	$ 31,620	67.4%
May	$ 96,949	$ 97,082	$ (133)	100.1%
June	$ 96,949	$ 61,725	$ 35,224	63.7%
	$ 1,163,388	**$ 779,655**		**67.0%**

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Operating Expense Summary

Year to Date Budget Variance - 100%



Budget to Actual FY2013
($ thousands)

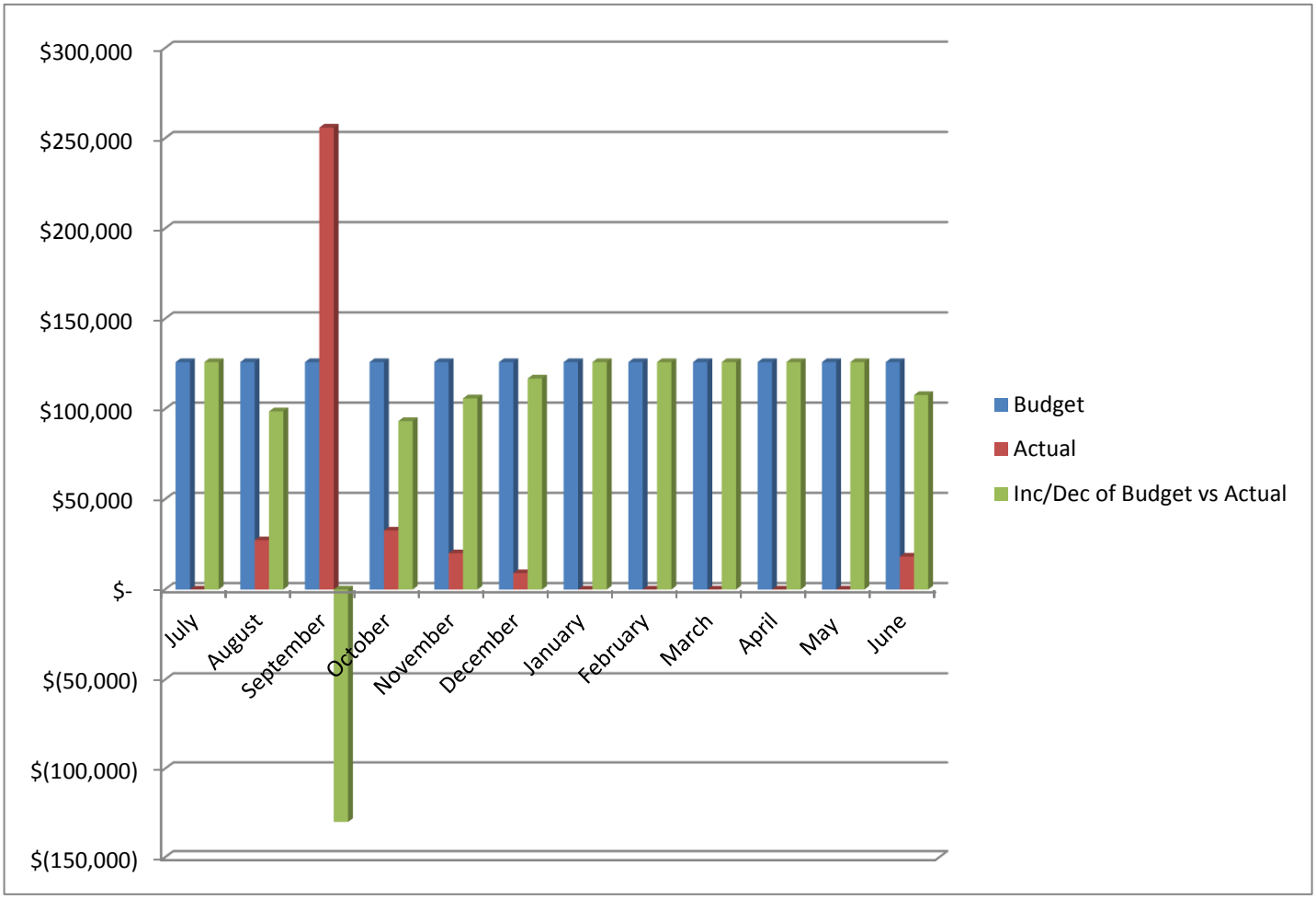
	Budget	Actual	Inc/Dec of Budget vs Actual	YTD Budget Variance -100%
July	$ 590,747	$ 242,230	$ 348,517	41.0%
August	$ 590,747	$ 153,801	$ 436,946	26.0%
September	$ 590,747	$ 351,985	$ 238,762	59.6%
October	$ 590,747	$ 233,461	$ 357,286	39.5%
November	$ 590,747	$ 850,247	$ (259,500)	143.9%
December	$ 590,747	$ 347,534	$ 243,213	58.8%
January	$ 590,747	$ 342,702	$ 248,045	58.0%
February	$ 590,747	$ 401,435	$ 189,312	68.0%
March	$ 590,747	$ 455,885	$ 134,863	77.2%
April	$ 590,747	$ 794,015	$ (203,268)	134.4%
May	$ 590,747	$ 1,437,067	$ (846,319)	243.3%
June	$ 590,747	$ 212,833	377,914.05	36.0%
	$ 7,088,966	**$ 5,823,195**		**82.1%**

MONTHLY BOARD REPORT

FY2013 (July 1, 2012 to June 30, 2013)

Capital Expense Summary

Year to Date Budget Variance - 100%



Budget to Actual FY2013
($ thousands)

	Budget	Actual	Inc/Dec of Budget vs Actual	YTD Budget Variance -100%
July	$ 126,027	$ -	$ 126,027	0%
August	$ 126,027	$ 27,315	$ 98,712	22%
September	$ 126,027	$ 255,984	$ (129,957)	203%
October	$ 126,027	$ 32,697	$ 93,331	26%
November	$ 126,027	$ 20,069	$ 105,958	16%
December	$ 126,027	$ 9,090	$ 116,937	7%
January	$ 126,027	$ -	$ 126,027	0%
February	$ 126,027	$ -	$ 126,027	0%
March	$ 126,027	$ -	$ 126,027	0%
April	$ 126,027	$ -	$ 126,027	0%
May	$ 126,027	$ -	$ 126,027	0%
June	$ 126,027	$ 18,260	$ 107,767	14%
	$ 1,512,326	**$ 363,415**		**24.0%**

NORTH CENTRAL REGIONAL TRANSIT DISTRICT (NCRTD)
FINANCE SUBCOMMITTEE

May 24, 2013
9:00 a.m. - 11:00 a.m.

Executive Conference Room
1327 N. Riverside Drive
Espanola, NM 87532

AGENDA

CALL TO ORDER: Tim Vigil, Chair

Roll Call:

ITEMS FOR DISCUSSION/RECOMMENDATION:

A. Personnel Policy Changes
Sponsor: Anthony Mortillaro, NCRTD Executive Director

B. Minutes from April 24, 2013 meeting.
Attachments: Draft Minutes

MATTERS FROM THE SUBCOMMITTEE

ADJOURN

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language Interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing of the meeting, please contact the NCRTD Executive Assistant at 505-629-4702 at least one week prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.

Finance Subcommittee

Meeting May 24, 2013

9:00 a.m.

Board Members Present: *Philo Shelton - Los Alamos County, Leandro Cordova - Taos County, Jon Bulthuis - City of Santa Fe*

Staff Present: *Anthony Mortillaro – Executive Director, Glenda Aragon – Finance Manager, Dalene Lucero – Executive Assistant*

Absent: *Barney Trujillo - Rio Arriba County, Robert Anaya - Santa Fe County*

Transcribed By: Dalene E. Lucero – Executive Assistant

ROLL CALL

APPROVAL OF AGENDA

A. Personnel Policy Changes

Mr. Mortillaro started on page 11 of the packet noting that the section was not removed from the document, however it was replaced in Section 1.4 of the personnel policies so that it would be kept in line with Rule 1 – General Provisions and Purpose of the polices; none of the language was changed. He then went on to item C, on page 12 stating it was the management rights clause which we initially had in the policies, however now that the CBA had been done, a more comprehensive management rights clause was put in place which was also moved over to the Personnel Policies.

Mr. Mortillaro noted that the blue text in the document was Mr. Peter Dwyer's addition of language within the policies.

[Mr. Bulthuis entered the room.]

Mr. Mortillaro continued on page 14 of the Personnel Policies in Section 1.5 – Coverage, noting that the Collective Bargaining Agreement did not cover everything that was in the Personnel Policies and Procedures, so a clause was set in place that if the policies were not in the CBA or did not conflict with the CBA and were in the Personnel Policies and Procedures, then the Personnel Policies superseded and vice versa. He also noted that for those employees that are Union represented it makes it a bit more complex because they now have two sets of rules to follow. Mr. Mortillaro went on to mention that the District would now have to revise

the New Employee Orientation to ensure that both sets of documents are covered with the new employees. He continued to page 15 of the packet in Section 1.7 – Equal Employment Opportunity and Sexual Harassment-Discrimination and Harassment Prohibited, A(1-6) stating that the section was removed and then added back in. Therefore, the redline is just indicating that the section as a whole was added back in the document. Mr. Mortillaro moved on to page 16 and 17 of the document, indicating that Section 1.7-B through G was a new addition to the policies. He noted that it went into further detail in regards to sexual harassment and workplace harassment, as well as the supervisor and management role, reporting a complaint and retaliation.

Mr. Mortillaro noted that within the last year the District has received sexual harassment complaints from employees within the organization who have complained before about sexual misconduct. He stated that it was determined that the sexual harassment training that was given before was something that needed improvement because it was not working. Therefore, a consultant by the name of Rita Montoya was brought in to conduct intensive training with District Employees. Ms. Montoya conducted 2-hour trainings for Operation and Administration Employees, in which the District also generated a complaint form since this had not been done in the past; every employee was provided with a complaint form if in case they needed to report something that was occurring.

Mr. Bulthuis confirmed with Mr. Mortillaro that everything from Section 1.7-B through G was new.

Mr. Mortillaro responded, stating that it was all new other than the redline under Section 1.7-G, which was put back into the document under Section 1.7-A. He noted that Ms. Montoya assisted the District in drafting the policy because of her background in EEOC.

Mr. Shelton asked Mr. Mortillaro how often the sexual harassment training was held.

Mr. Mortillaro replied, stating it had been done twice since he had been with the organization. He noted that the last time the training was done, it was done by Mr. Michael Kelly through a training disc for operation employees only. However, this time he noted that he wanted to bring in an expert. Mr. Mortillaro also mentioned that the latest training sessions were very interactive and engaged question-answer sessions.

Mr. Cordova asked if there was a lot of questions during the sessions.

Mr. Mortillaro responded stating that there was at both sessions and that ideally he felt the need to conduct this type of training bi-annually.

Mr. Shelton noted that Los Alamos County also conducts this type of training every two years.

Mr. Mortillaro went on stating that drivers had to be brought in on Saturday's to conduct any training because Monday through Friday they were out Driving. Therefore, quarterly Saturday meetings are held to accomplish this. However, this means everybody gets overtime, as well as the cost of the trainer coming on-site, which is very costly; this is why it is limited to quarterly.

Mr. Mortillaro asked Mr. Bulthuis if this is also how it was done through the City of Santa Fe – Santa Fe Trails.

Mr. Bulthuis replied that it worked exactly the same.

Mr. Mortillaro went on to ask if there was any further questions on the additions and deletions in Section 1.7, by which there was none. He went on to Section 1.8, noting that the change in Section C was a formatting change, but nothing was added or deleted; a formatting change was also made in Section F on page 20 of the document. Mr. Mortillaro went on to page 21 of the document, stating that the language did not change, however the formatting changed from numbers to letters. He also noted that he was trying to get all the formatting consistent throughout the document, therefore some of the changes were mostly formatting. Mr. Mortillaro continued to page 23 in Section 2.3, stating that the text "and Temporary Promotion" was added to the heading because it was difficult to find initially. He went on to page 24 in Section B-3, noting that the word "such" was deleted. Mr. Mortillaro then went on to page 33 of the document, noting that Section 3.10 – A was new language that had been added to the document clarifying promotions and pay rate increases.

Mr. Mortillaro asked if there was any questions regarding the addition and then proceeded to page 34 of the document noting that Section 3.11-B had only one minor formatting change; same thing with Section 3.12-B. He went on to page 37, stating that Section 3.15 Holiday Pay was moved to Section 4.7 of the document under B and C on page 39. Mr. Mortillaro went on to talk more specifically about Section 4.7, stating that the heading "Legal Holidays" was renamed to state "Holidays and Holiday Pay". He noted that President's Day and the Personal Holiday will only be observed through December 31, 2013, and as of January 1, 2014 Martin Luther King Day and Christmas Eve will be observed; these changes are in line with the Collective Bargaining Agreement so that all employees are on the same holiday schedule. This is the same amount of holidays that were given before.

Mr. Bulthuis referred back to Section 3.10-A, Administration of the Compensation Plan (1-3) and asked if the 10% increase tied the hands of Mr. Mortillaro in terms of salary increases.

Mr. Mortillaro stated that Section A-3 allows him to increase or decrease the base pay rate because of salary compaction; experience and qualifications; correction of salary inequities; or other valid reasons.

Mr. Bulthuis went on to reference page 24 in Section 2.3-B (Temporary Promotion), asking why there was a 5% minimum for a temporary salary increase, and the other is a 10% minimum for a regular promotion.

Mr. Mortillaro responded that the language in this section was similar to what was removed in Section 3.10 (Administration of Compensation Plan). He stated that what was in Section 3.10 should also be in Section 2.3-B so these items would be the same. He also noted that this correction would be made prior to presentation to the Board.

Mr. Mortillaro went on to page 40 in item I, stating that the language was added to ensure the employee once again knows that the Personal Holiday is eliminated as of 12/31/2013. He proceeded to page 41 in Section 4.9 (Annual Leave), noting that 25 years of service was added to the table, which is also included in the Collective Bargaining Agreement; he stated that he wanted to ensure the Annual Leave Accrual Schedule matched what was in the Collective Bargaining Agreement. Mr. Mortillaro moved on to page 42, item D, in which he removed the language stating, "In the event an employee terminates employment and has used more annual leave then has been accrued, that amount will be deducted from the employee's final check". He also noted that initially the District used to advance employee's 80 hours of annual leave when they started employment with the District, in which most places do not allow that; no one should be using more annual leave than accrued. He went further stating that when revising the policies so that the District no longer had to advance leave, that statement was accidentally left in there; it is now being removed so that everything is consistent.

Mr. Cordova asked Mr. Mortillaro what Section4.9-C meant.

Mr. Mortillaro responded that it was placed in there to have the ability to grant an employee advance leave in special circumstances. However, he stated that he never has granted advance leave nor does he intend to. He also noted that once he grants advance leave to one, he would have to do it for any other employees. He questioned whether or not the statement, "The Executive Director has the authority to grant advance leave in special circumstances", should be removed. The Subcommittee agreed that the statement should in fact be removed.

Mr. Mortillaro moved on to Section 4.10-C under the Family Medical Leave Act and noted that the word "work" was added in front of weeks to ensure the employee was clear that employees under FMLA are entitled to a total of 12 work weeks of unpaid FMLA leave during

a rolling12-month period. He continued to page 43, Section 4.12-C, stating it was a formatting change. Mr. Mortillaro proceeded to page 44, Section 4.12-F, stating that the whole section deals with Sick Leave, and that he wanted to clarify that, "If an employee has exhausted earned sick leave, and requests additional time off the Executive Director may either elect to reduce balances on any other leave such as vacation or compensatory leave or proceed with appropriate action under these rules in the event the employee fails to report for work as required". He noted that this statement gives the District the flexibility to deal with these types of situations.

Mr. Mortillaro continued further stating that although most people will elect to use their annual leave instead of Leave without Pay, there are some that would rather be on LWOP vs. Annual Leave.

Ms. Aragon stated that an employee solely on LWOP requires Finance to have to calculate and prorate the insurance premiums by the days worked and the 80/20 percentage by the employer and employee; when an employee takes LWOP the employee premium is higher. It is a lot of work just to calculate for one employee.

Mr. Mortillaro moved on to LWOP stating that the employee can no longer pay the 80 percent of employee premiums due to the Anti-Donation Clause; if the employee is not providing value to the organization, the employer cannot benefit the employee. Therefore, the employee now has to pay the full premium, which would include the 80 percent the employer would have been making on their behalf.

Mr. Cordova responded stating that he sees Mr. Mortillaro's point especially because COBRA is then made available during that time.

Mr. Mortillaro noted that it would be discussed further under Section 4.13 Leave Without Pay. He moved on to page 45 stating that the language in Section J, states the "value listed in Section O below" was changed to "the value listed in Section N below" because there was no Section O.

Mr. Bulthuis went to discuss Section 4.12-F further stating that he did not want the employee to misinterpret this segment. For example if an employee did not have any sick leave, but took a sick day, and then tried to come back and use annual leave or any other leave that was not preapproved.

Mr. Mortillaro acknowledged where he was coming from, and stated that this provision allowed flexibility to either approve or not approve the request. Therefore, if the employee did

in fact do this, the Executive Director could choose to not approve and place the employee on LWOP for that day. He also noted that it was one of those things where he would look into the employee's use of leave pattern.

Mr. Cordova continued stating that this was something that could also be described as Misuse of Sick Leave.

Mr. Mortillaro went on to Section 4.13 Leave Without Pay, allows the District to grant an Employee LWOP even if it is not medically related. It's the District's sole discretion to grant it, but only after the employee has exhausted all accrued leave. The request must be in writing, and will only be granted at the best interest of the District and the granting will not disrupt District operations. He noted that the sentence used to say LWOP could be granted by a supervisor for up to ten (10) working days. Yet, Section B states it may only be granted if the Executive Director can assure a position of like status and pay, which was somewhat contradictory to the previous statement relating to supervisory approval. Therefore the supervisor's ability to grant LWOP has been removed.

Mr. Bulthuis noted that he did think the Executive Director should be the only one who has the authority to grant LWOP.

Mr. Mortillaro noted that this was discussed at the last staff meeting on how Section 4.13 could be clarified further.

Mr. Shelton questioned the Military Caregiver Leave entitlement being a half a year by law.

Mr. Mortillaro confirmed that it was.

Mr. Shelton expressed that he was not aware of this.

Mr. Mortillaro stated that the District was not either, however now the policies are all being revised to ensure they are compliant with the law.

Mr. Mortillaro went on further to page 46 of the document to Section 4.13-E clarifying that Employees are not able to accrue sick or annual leave while on leave without pay, nor are they eligible for paid holidays. He continued to Section F, stating that "Employees who desire to continue Insurance Coverage while on LWOP for 30 calendar days or more" has been removed. Therefore the minute the employee goes on LWOP they must pay the full or proportional share of the premium.

Mr. Bulthuis questioned whether or not PERA deductions, were treated the same way during LWOP.

Ms. Aragon responded, stating that it was not because the employee is not making any money at that point, therefore nothing is being deducted because we are only making a contribution based on the wages earned.

Mr. Bulthuis confirmed that it would only be term of service that would affect PERA.

Ms. Aragon responded that this was correct.

Mr. Cordova noted that it was still more beneficial to employees to pay the full premium, then to pay on a COBRA plan.

Mr. Mortillaro continued to page 47 in Section 4.19-B, stating that it was changed to be in line with the Collective Bargaining Agreement. He noted that there were some changes in the CBA that he was not outlining in the Personnel Policies and Procedures because they are disadvantageous to the non-represented employees. He also stated that he brought in changes such as holidays and leave accruals etc. to ensure all employees were on a par.

Mr. Mortillaro proceeded to page 62 of the document, in Section 5.4 stating that he wanted to clarify that employees are not to leave the work site during relief period breaks. He also noted that family members have been brought in on occasion during breaks, but rather than not allowing employees to do so, he stated that they must get advanced authorization from supervisors.

Mr. Mortillaro went on to page 70, indicating that Rule-10 Workplace Violence was a completely new addition to the policy. He noted that he and Mr. Dwyer made various changes and additions, which is seen in the redline. Mr. Mortillaro continued further stating that this addition ensures no weapons are allowed on District property, and if suspected it gives us the right to search an employee's vehicle and so on. He continued stating that it also deals with those employees who have a concealed weapons permit, noting that because the District's policies do not allow weapons on the property, employees are not allowed to bring their concealed weapon onto District property.

Mr. Shelton suggested that the Rule 10-Workplace Violence be moved to Section 1.8 since the two sections are similar or to have the same reporting form for the two; the Subcommittee agreed to move the Rule 10 to Section 1.8.

Mr. Bulthuis noted that he strongly supported keeping weapons off of the property.
Ms. Aragon questioned whether or not all knives were restricted or if a certain length would be allowed, other than those used for food preparation and service.

Mr. Mortillaro responded suggesting that the District use TSA Guidelines as far as this was concerned; the Subcommittee agreed.

Mr. Mortillaro moved on to page 75 to the definition of Drug and Alcohol, informing the employee to refer to the District's Drug and Alcohol Policy.

Mr. Bulthuis referred back to Mr. Shelton's question in regards to the reporting forms for harassment and workplace violence.

Mr. Mortillaro noted that a form was not required for Workplace Violence because it is immediate or has just occurred. He noted that most of the time, employees don't usually have the time to fill out a form because of this.

Mr. Bulthuis and Mr. Shelton suggested to have an incident report or workplace violence reporting form.

Mr. Mortillaro stated that he would add language to the policies indicating that a form would be required if reported before, as a result of initially reporting, or after.

B. Minutes from April 24, 2013

Mr. Mortillaro then asked the members to review the minutes from the April 24th Subcommittee meeting, noting that they had slightly changed from what was initially sent out.

Mr. Shelton noted that he was not at the April 24th meeting, and that Mr. Geoff Rodgers covered the meeting telephonically. Mr. Mortillaro directed Ms. Lucero to remove Mr. Shelton from the minutes for that meeting; Ms. Lucero agreed.

Mr. Mortillaro stated that if all agreed to the amended minutes, they would be included in the June Board Packet; all agreed.

ADJOURN – Next Finance Subcommittee meeting will be held on June 28, 2013 at 9:00 AM.

EXECUTIVE REPORT

June 2013

EXECUTIVE

- Oversaw Transit Service Plan process, reviewed tech memo 1 and attended a community meeting and reviewed reports from other community meetings.
- Attended Santa Fe MPO Technical Coordination Meeting.
- Reviewed materials from consultant on Classification and Compensation Study.
- Meet with NMDOT Staff regarding Inspector General Audit and with the Finance Manager prepared response to the findings for NMDOT use.
- Participated in a Threat and Vulnerability Assessment conducted by Precision Compliance for the District.
- Attended NMPTA Board of Directors meeting.
- Evaluated proposals submitted for the Conceptual Design RFQ for a Maintenance Facility. Participated on the selection panel for award of the Conceptual Design.
- Addressed several CBA issues regarding interpretation of the agreement.
- Attended the Federal Reserve Bank of Kansas City Business and Community Leader's luncheon.
- Attended Regional/Statewide Real-time Passenger Info System meeting with State DOT.
- Attended FTA Veteran's Funding Initiative press conference.
- Participated in Transportation Round Table with FTA and other transit system participants.
- Participated in a web session on Performance Management system.
- Participated in a conference call with a Mr. Lane from Wake Forest, NC regarding our transit planning process and regional districts.
- Attended presentation at Rio Metro by Mitchell Silver, Planning and Transit Development.
- Attended work shop on Sound Fiscal Management using Performance Measurers.
- Finalized with Consultant compensation and classification study.
- Conducted new Board Member Orientation for Lillian Garcia, San Ildefonso.
- Finalized new route implementation schedules with staff.
- Participated in webinar on Budget Transparency.
- Prepared Board and Finance Subcommittee meeting materials.
- Met weekly with Board Chair Barrone on various issues.
- Continued review, revision and creation of various NCRTD policies.
- Maintained continuous communication with board members, subcommittee members, and Chair.
- Attendance at various NCRTD staff and subcommittee meetings,

including Board, Finance and Tribal subcommittees meeting.
- Addressed a variety of employee human resources issues and prepared memorandums to document district actions.

MARKETING/PUBLIC INFORMATION

- Worked with Templeton Marketing on the install of four bus wraps: two on the Taos to Espanola bus, one on the Riverside bus, and one on the Espanola to Santa Fe bus.
- Spoke before the Española Veterans Memorial Wall committee regarding the RTD service and the Veteran's Transportation and Community Living Initiative (VTCLI) program.
- Attended Community Transportation Association of America (CTAA) conference in Albuquerque on scholarship from the NMDOT.
- Worked with Southwest Planning and Market to finalize PR and marketing materials for the service plan update meetings. Attended the meetings in Nambé, Edgewood, Santa Clara Pueblo and La Cienega.
- Was interviewed June 4th on KDCE - Espanola to talk about the service plan update meetings in Rio Arriba County.
- Was interviewed June 7th on KSWV – Santa Fe to talk about the Santa Fe County service plan update meetings.
- Provided various updates to ncrtd.org throughout the month.
- Met with ad sales representatives from Los Alamos Monitor, Rio Grande Sun, KSWV, KDCE and KTAOS to establish ad sales program for FY14.
- Attended the Rio Metro Board Meeting June 21.
- Attended the LA County new building dedication on Friday, June 28.
- Attended three RTAP (Rural Transit Assistance Program) Interactive Webinar Training: GTFS (General Transit Feed Specifications) Builder/Online Trip Planner Workshops
- Item on NMDOT award to NCRTD for Transit System of the Year appeared in the Public Works column of the Sunday Santa Fe New Mexican.
- Story appeared on the front page of the Los Alamos Monitor regarding the Service Plan Update.
- Launched the new Interactive Route Map for www.ncrtd.org which is now live with further special features yet to be implemented.
- Began issuing press releases and Rider Alerts on route modifications and enhancements.
- Issued press release and rider alerts on July 4th closure.
- Issued Rider Alert regarding possible delays due to the moving of the oversized transformer over state and county roads.
- Issued Rider Alert and notified Santa Fe media regarding the closure of Sheridan St. and the temporary relocation of our stop there.
- Santa Fe New Mexican ad program included two ads that ran in the Wednesday, June 12 and Sunday, June 16 editions.
- KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in June excluding Saturdays and Sundays .

- KSWV 810-AM in Santa Fe, :30 sec spot ran 20 times in June as well as 30 :20 sec promos announcing RTD sponsorship of the NM Trivia question of the day during the 7:30 AM ½ hour.
- KTAOS 101.9 FM in Taos, 14 :30 sec radio spots ran each week in June.
- Two ads ran in June in the Rio Grande Sun, Los Alamos Monitor and the Taos News.
- Green Fire Times ¼ page ad ran in June issue.
  Chama Valley Times ¼ page ad ran in June issue.

SERVICE DEVELOPMENT

- May 5311 Ridership Report
- May Ridership Summary Report
- Per Board request, finalized route modifications and/or additions in the areas of: Highway 14 near Madrid, Nambé, Costilla/Questa, Velarde/Alcalde, Tesuque, Ohkay Owingeh, Edgewood
- Rescheduled the next Tribal Subcommittee meeting from June 18, 2013 to July 2, 2013 due to low expected attendance
- Attended the KFH Group community outreach meeting in Questa
- Notified Tribal members of Federal Discretionary funding; worked with Pojoaque and San Ildefonso on the applications, submitted via grants.gov
- Created Board Resolution and Agenda- Action Item regarding the Maintenance Facility, Vehicle Wash Bay, and Fueling Station
- Evaluated and Assessed AVL/CAD Proposals in Los Alamos
- Updated Pueblo NTD reports at FTA request
- Attended webinar on GTFS
- Attended NMPTA Fiscal Management Seminar
- Reviewed the Tech Memo #1 by KFH Group
- Attended ICIP training session

OPERATIONS

- Worked with grants project specialist in Los Alamos County to select a vendor for AVL/ITS project.
- Firmed up bus stop locations for board approved service adjustments.
- Attended CTAA conference in Albuquerque.

Performance Measures

for

Fiscal Year 2013

May ‘13

Performance Measures for Fiscal Year 2013

The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District's costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."
The report data collected is grouped into 3 areas: Administrative, Fleet and Customer Related:

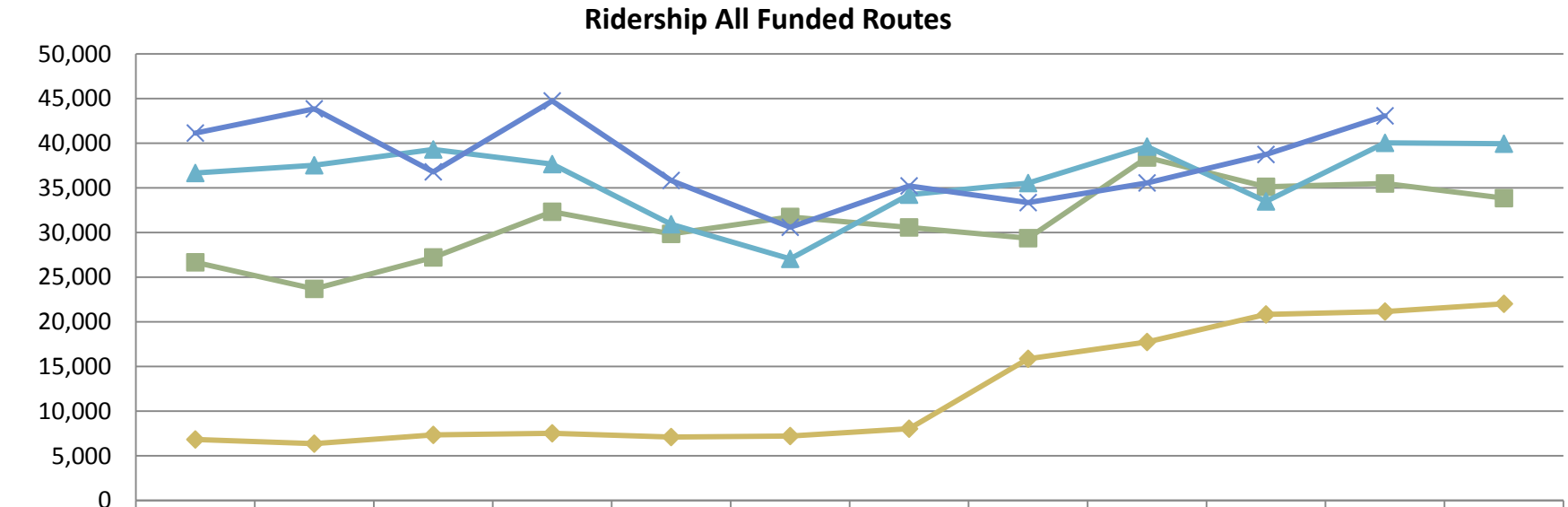
1. **Administrative:**
   - **A. Ridership, All Funded Routes**
   - **B. Ridership, NCRTD Operated Routes**
   - **C. Monthly Expenditures**
   - **D. Cost Per Mile**
   - **E. Cost Per Trip**
2. **Fleet:**
   - **A. Vehicle Back Up Ratio**
   - **B. Average Vehicle Age**
   - **C. Percentage of "On-Time" PM / Inspections**
   - **C. Accidents, Major/Minor Tracking**
3. **Customer Relations:**
   - **A. Complaints**
   - **B. Incidents**

The In-state/local comparable is Sandoval/Valencia Counties which are operated by the Rio Metro Regional Transit District. This benchmark/peer entity was chosen since they are within New Mexico and somewhat similar to rural transit service. The FTA benchmarking data used originates from the Rural Transit Fact Book 2012. The data is for 2010 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.

Performance Measure - Administrative:

Ridership Tracking of All NCRTD Funded Routes

Tracking ridership is the #1 way a public transportation agency can gauge its effectiveness of the service it provides. Ridership data for all routes funded by the NCRTD are collected by City of Santa Fe and Los Alamos County. This data is forwarded and combined with the data from the District's operated routes. These numbers are then compiled into a monthly ridership report. This measurement tracks the number of one way trips taken on all the routes within the district. This graph shows the NCRTD combined total ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand. Sandoval/Valencia counties are used local/in-state comparison benchmark, as they are similar in service but smaller in size: a two county service of the Rio Metro Transit District.

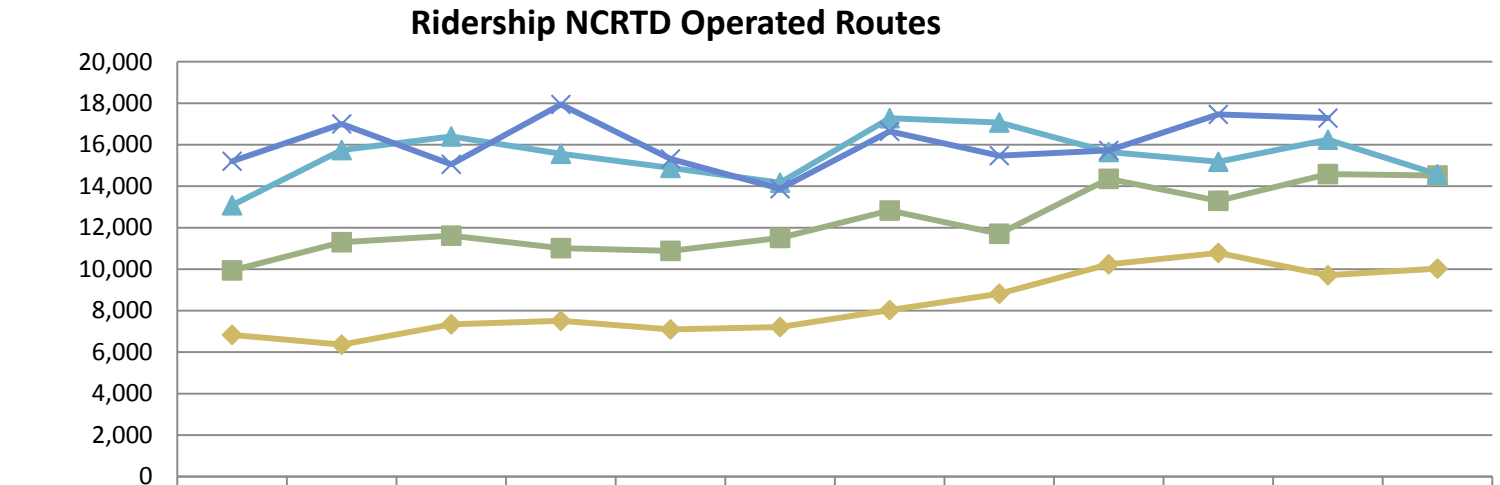


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 09-10	6,830	6,359	7,342	7,514	7,091	7,208	8,026	15,858	17,731	20,820	21,152	22,011
FY 10-11	26,655	23,679	27,202	32,325	29,835	31,743	30,570	29,368	38,395	35,114	35,480	33,845
FY 11-12	36,666	37,522	39,298	37,650	30,923	27,051	34,236	35,541	39,611	33,474	40,027	39,942
FY 12-13	41,135	43,836	36,784	44,720	35,825	30,576	35,214	33,352	35,549	38,724	43,060	

Performance Measure - Administrative:

Ridership Tracking of NCRTD Operated Routes

This ridership data is collected by the NCRTD drivers for all routes operated by the District. This includes 20 fixed and commuter routes as well as the demand response routes. Totaling the number of one way trips on NCRTD routes, allows staff to evaluate effectiveness and to ensure that the service is reaching areas in the district that have high demand for accessible mobility. Sandoval/Valencia counties were selected as a local/in-state comparison benchmark.

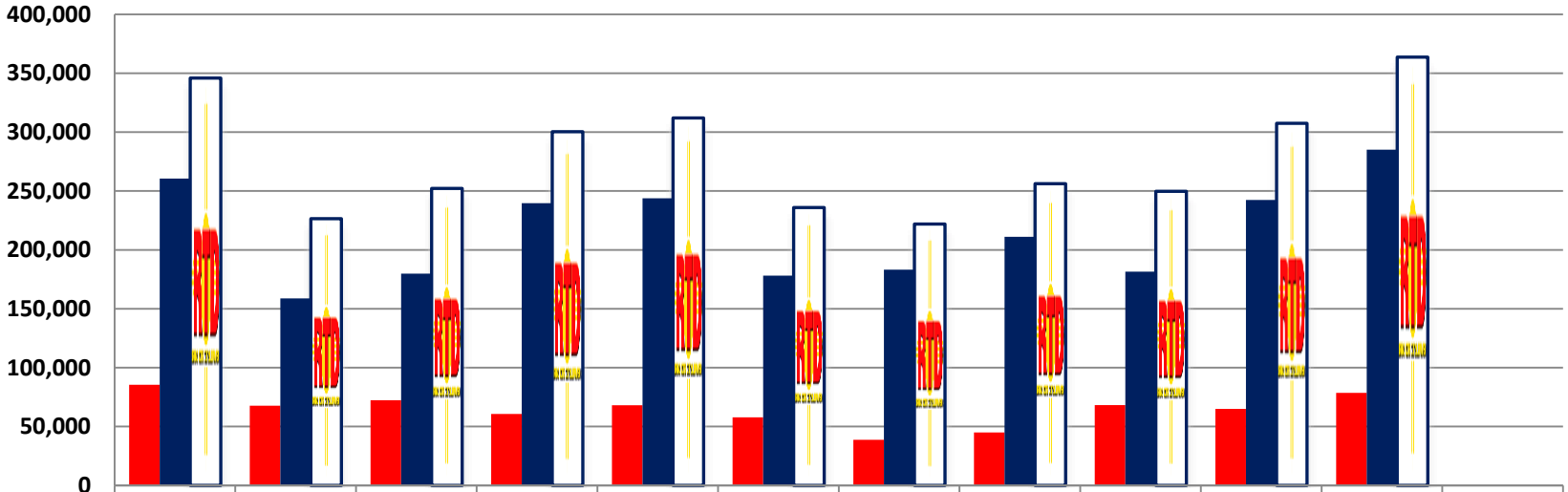


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 09-10	6,830	6,359	7,342	7,514	7,091	7,208	8,026	8,817	10,230	10,782	9,712	10,022
FY 10-11	9,942	11,300	11,614	11,011	10,885	11,504	12,824	11,709	14,356	13,299	14,586	14,516
FY 11-12	13,081	15,739	16,397	15,567	14,886	14,167	17,274	17,071	15,650	15,178	16,244	14,573
FY 12-13	15,200	16,995	15,052	17,943	15,317	13,872	16,642	15,471	15,729	17,465	17,285	

Performance Measure - Administrative:

Monthly Expenditures for Administrative and Operating

The NCRTD's Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the expenditures to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. Tracking the budget and monitoring operational costs allows management to target specific dollar amounts when creating future budgets and requesting federal funding from the NM Department of Transportation.



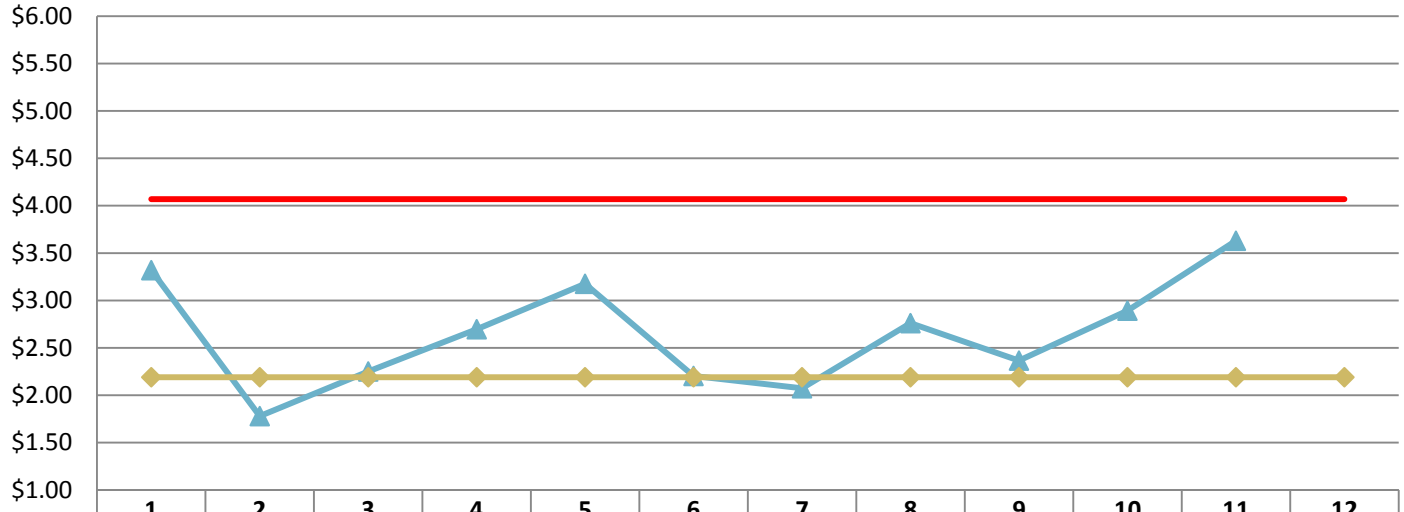
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Admin	$85,431	$67,751	$72,414	$60,747	$68,142	$57,883	$38,700	$44,995	$68,187	$65,004	$78,564	
Operating	$260,498	$158,801	$179,834	$239,655	$243,827	$178,098	$183,217	$211,170	$181,548	$242,427	$285,149	
Total	$345,929	$226,552	$252,248	$300,402	$311,969	$235,981	$221,917	$256,165	$249,735	$307,431	$363,713	

Performance Measure - Administrative:

Operational Cost per Vehicle Mile

Cost per vehicle mile is the total operating costs per month in relation to the total vehicle miles per month traveled on NCRTD routes. The mileage data is logged daily for each route and compiled into a monthly report. Monthly operating costs are obtained from the Monthly Expenditures (chart above) and the number of miles travelled for NCRTD operated routes. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District's route operations. This measurement is a beneficial tool for the planning and operation's departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per mile vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties' annual average are used as a local/in state comparable benchmark, even though their system is smaller than NCRTD. Data from the 2012 Rural Transit Data Fact Book, specifically FTA's District 6 (our district) annual cost per mile is included as a benchmark.

Operating Cost Per Vehicle Mile

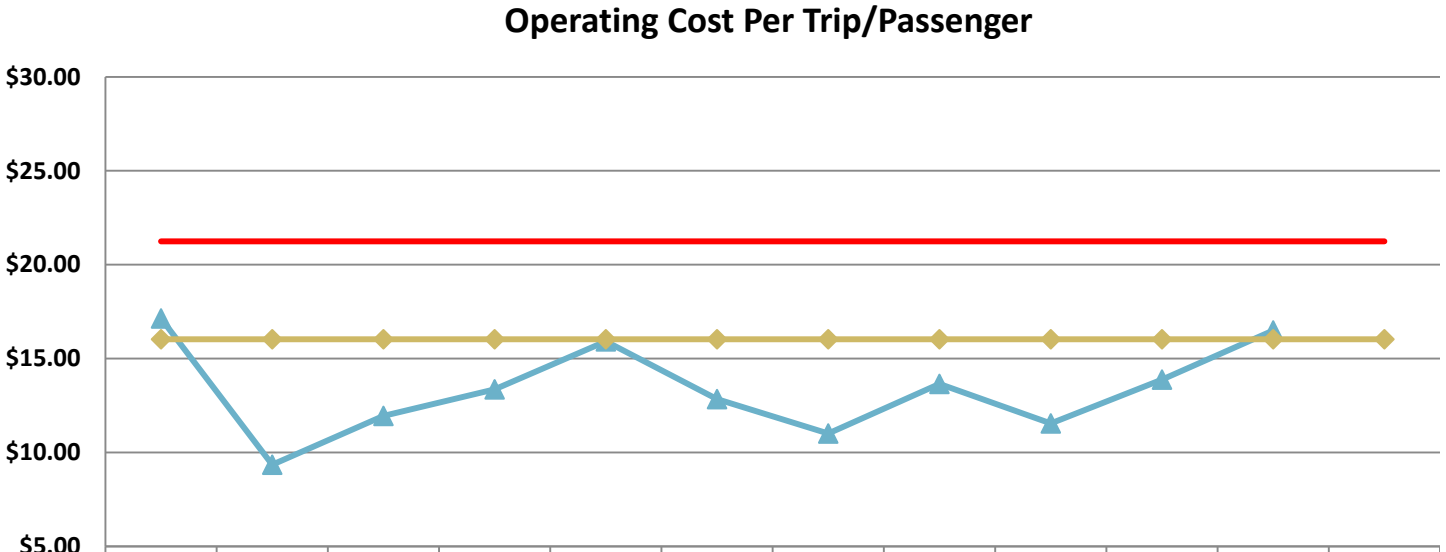


	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Mile	$3.32	$1.78	$2.25	$2.70	$3.18	$2.20	$2.07	$2.76	$2.36	$2.89	$3.63	
Sandoval/Valencia	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07
Region 6 Total Cost Per Mile	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19	$2.19

Performance Measure - Administrative:

Operating Cost per Trip

When transit data is collected, passengers, riders and rides are counted and referred to as "trips." One passenger can generate several trips in a day, and these are counted individually. Example, a particular rider may board in Questa (1 trip) and transfer to the Taos to Espanola bus (1 trip) and again transfer to the Santa Fe bus in Espanola (1 trip) for a total of three trips. The cost per trip is computed on a monthly basis by dividing the monthly operating costs from the Monthly Expenditures (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties' annual average are used as a local/in state comparable benchmark, even though their system is smaller than the NCRTD. Data from the 2012 Rural Transit Data Fact Book, specifically FTA's District 6 (our district) annual cost per trip is included as a benchmark.

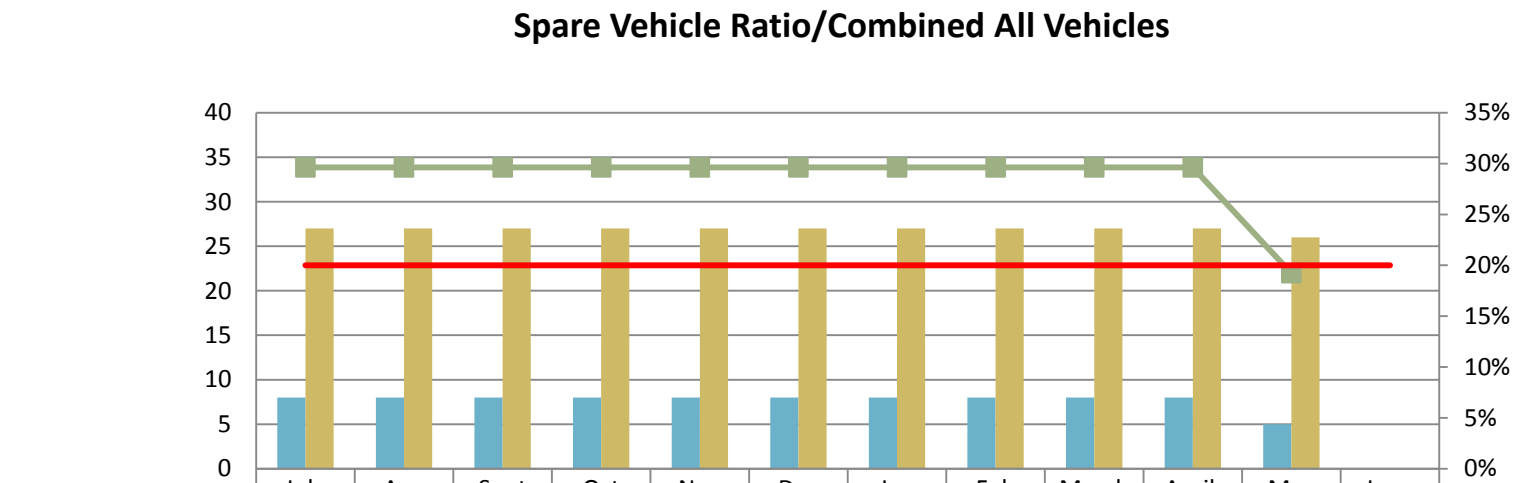


	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Trip	$17.14	$9.34	$11.95	$13.36	$15.92	$12.84	$11.01	$13.65	$11.54	$13.88	$16.50	
Sandoval/Valencia	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24
Region 6 Total Cost Per Trip	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03	$16.03

Performance Measure - Fleet:

Spare Vehicle Ratio/Combined all Vehicles

FTA defines the spare ratio as the percentage of spare vehicles in comparison to the number of vehicles required for annual maximum service. Recommended FTA spare vehicle ratio is 20% for fleets over 50 vehicles. NCRTD's fleet totals 35 and is exempt from this guideline but it is a good benchmark to keep in place. With an annual maximum service of 27 and a backup fleet of 8, the backup ratio is 30%. This higher number is needed and reasonable due to the variety of passenger seating requirements for specific routes throughout the District. These backup vehicles ensure consistent coverage of all routes when vehicles are off line due to routine maintenance or unexpected breakdowns.

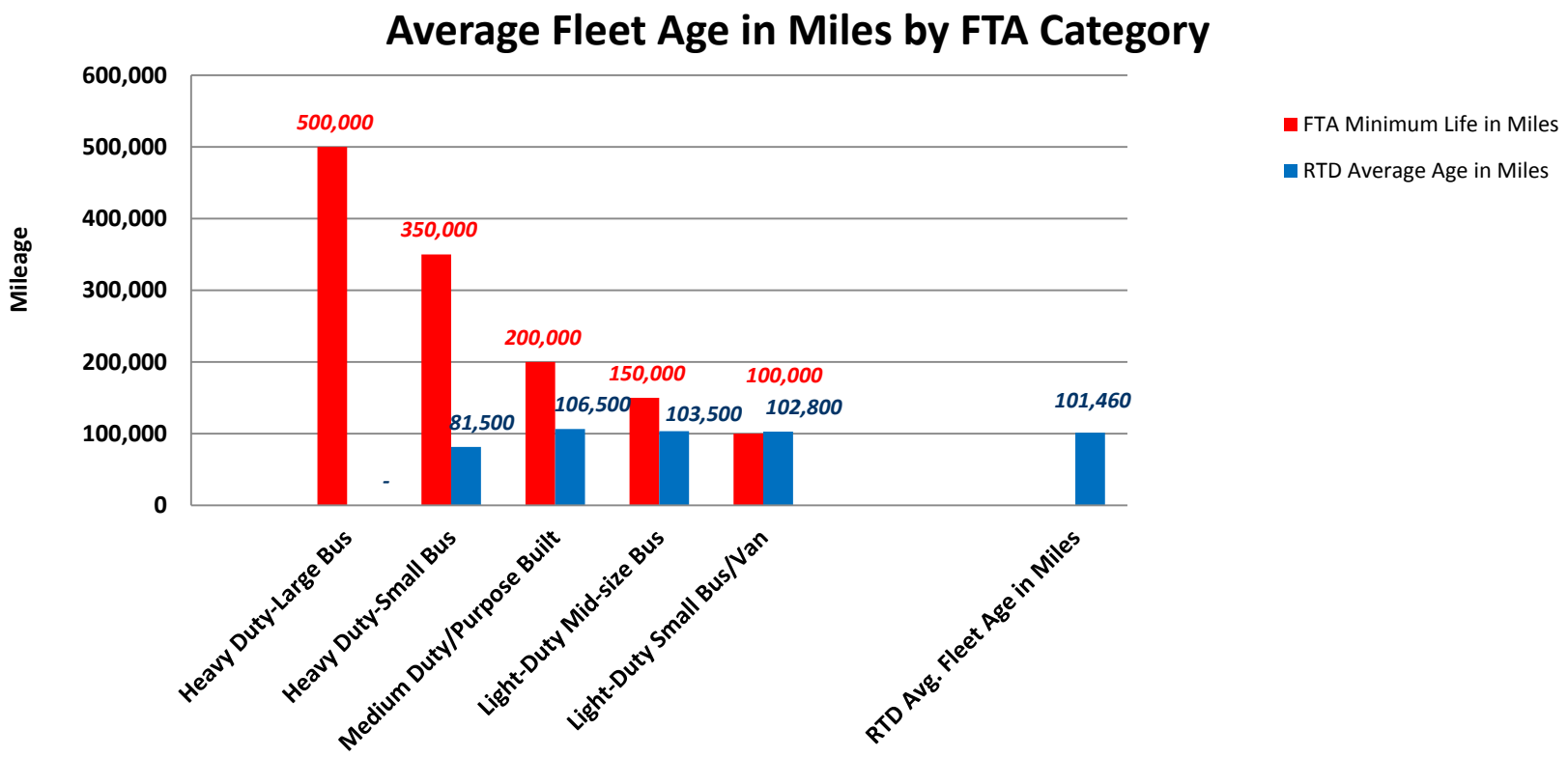


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Spare Vehicles	8	8	8	8	8	8	8	8	8	8	5	
# Needed to run	27	27	27	27	27	27	27	27	27	27	26	
Spare Ratio	29.63%	29.63%	29.63%	29.63%	29.63%	29.63%	29.63%	29.63%	29.63%	29.63%	19.23%	
Recommended	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%

Performance Measure - Fleet:

Average Fleet Age

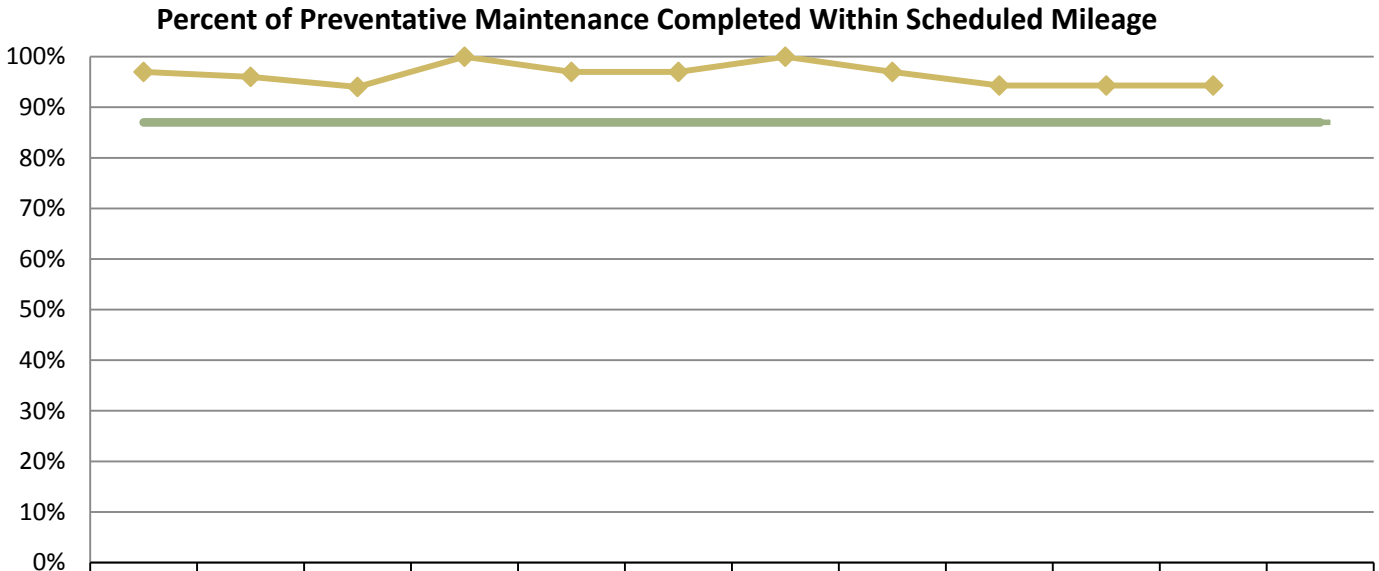
The FTA allows the use of years or mileage to attain usable life. The District uses mileage rather than the year of manufacture because of the large area of the district and the high number of miles traveled on an annual basis. This compares the age of specific kind of vehicles by mileage in accordance to the FTA guidelines. This is useful in fleet replacement planning. The numbers will vary month to month as mileages increase and old vehicles are replaced by new.



Performance Measure - Fleet:

Percentage of "On-Time" PM / Inspections

The federal benchmark for the percentage of "on-time" preventative maintenance (PMs) and inspections for the fleet is 87%. Inspections are required to be conducted within certain mileage timeframe by vehicle manufacturers for the various sizes of vehicles. Manufacturer's recommended maintenance schedules may range in mileage due to the component makeup of a particular vehicle. The FTA recommends they be conducted within the manufacturer's recommended maintenance schedule. However, as a sub recipient of NMDOT we are allowed varied standards as approved by NMDOT. With the variety of sizes and component makeup of District vehicles, we have determined and hold to a standard of 5000 mile intervals for the entire fleet. This ensures frequent safety inspections and PM services at reasonable intervals that result in a more dependable and safer fleet. This data is collected and tracked by the Fleet Maintenance Manager.



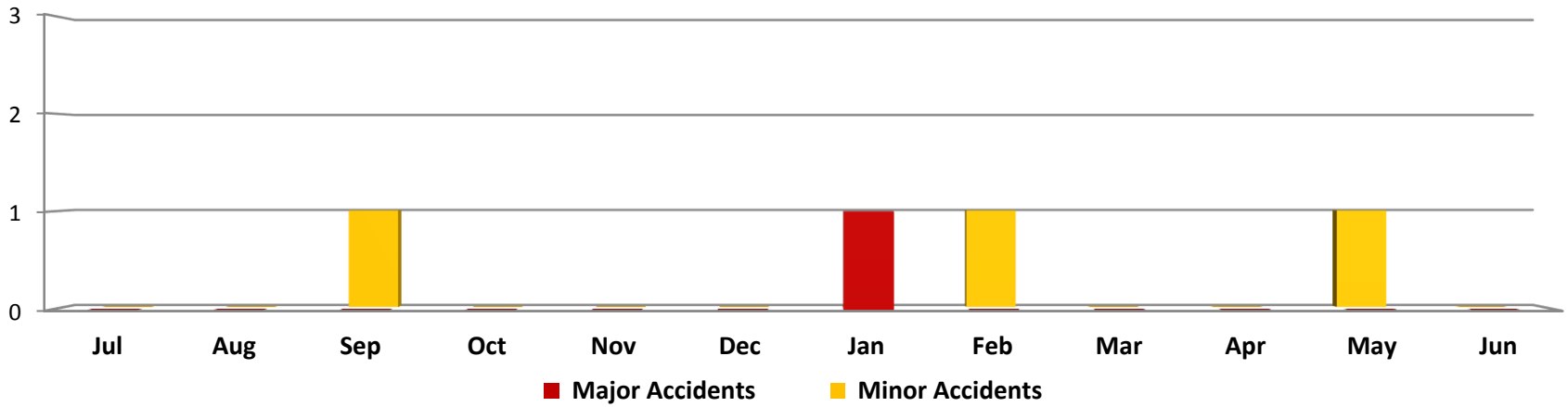
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY 12-13 RTD Maintenance	97	96	94	100	97	97	100	97	94.3	94.3	94.3	
FTA Recommendation	87	87	87	87	87	87	87	87	87	87	87	87

Performance Measure - Fleet:

Accidents per Month

This measurement shows us how many accidents occur within a month and to what frequency they occur. These are logged as minor or major accidents. A minor accident for example, is one where a driver hits a stationary object while backing but there is minimal damage. A major accident is one where there may be significant damage and/or injury, and a FTA Post accident drug screen is required. All accidents are reported to the Operations and Maintenance Manager to decide on what corrective action needs to be taken. There are established internal reporting and follow up procedures. All accidents, major or minor, are investigated and documented, and dealt with accordingly by the operations management team. As a result, disciplinary measures and/or driver re-training may be required by the outcome of the investigation.

Number of Major/Minor Accidents per 84,840 Miles Avg. Driven Monthly



Last Minor Accident - May 15, 2013

Miles Driven since last Minor Accident - 48,480

Last Major Accident - January 23, 201

Miles Driven since last Major Accident - 454,503

Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorize by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

Complaints–

1. Driver would not him drop off at his house…it was not a bus stop but the bus went by it./ informed the passenger of policy to stop only at bus stops.
2. Driver was late for bus stop by 10 minutes/ check with driver and time, bus was only 6 minutes late.
3. Driver was late and passenger missed their connection to Santa Fe/ appropriate actions were taken with driver.
4. Dispatcher failed to schedule ride for customer/ appropriate actions were taken with dispatcher

FY 12-13 Number of Complaints

	Total	Scheduling Errors	Driver Performance	Against other Passengers	Miscellaneous*	Percent VS Ridership
July	9	2	4	3	0	0.06%
August	4	1	3	0	0	0.02%
Sept	5	0	5	0	0	0.03%
Oct	6	4	2	0	0	0.02%
Nov	8	5	3			0.05%
Dec	5		5			0.04%
January	3		2	1		0.02%
Feb	3	1	2			0.02%
March	8		5		3	0.05%
April	2	1	1			0.01%
May	4		3		1	0.02%
June	0					
	0					
Total	57	14	35	4	4	

Performance Measure – Customer Relations:

Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager on a monthly basis. Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Maintenance Manager. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

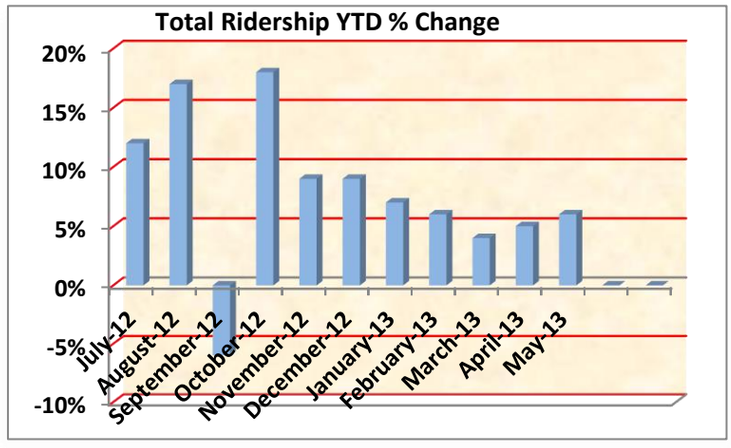
1. Lift failed on bus, driver had to manually operate lift to let passenger off bus
2. Driver had issue with passenger who wanted off at non scheduled stop.
3. Female student passenger got out of seat and sat on the lap of male student passenger. She was told to get back in her seat.
4. Passenger became intoxicated on bus singing very loud. Found he had a Gatorade bottle with alcohol in it. Denied service at next stop.
5. Passenger got belligerent with driver for being late but driver was able to get him to his connection on time.
6. Passenger wanted driver to wait for passenger to run into store and get something. Driver explained they could not wait.
7. Driver reported passenger complained to him when A/C failed and bus got hot.
8. Passenger was cussing at other passengers. Driver had to separate them.
9. Driver was stopped at bus stop with window down. Car passed splashing up water and got driver and radio wet. Radio was ok.

FY 12-13 Number of Customer Incidents

	Total	Between Driver and Non Rider	Between Riders	Between Driver and Rider	Single Passenger Situation	Percent VS Ridership
July	6	2	4	0	0	0.04%
Aug	9	0	4	5	0	0.05%
Sept	8	0	0	0	8	0.05%
Oct	14	8	3	3	0	0.08%
Nov	8	1	1	5	1	0.05%
Dec	8		1	7		0.06%
Jan	4		1	3		0.02%
Feb	10	1		7	2	0.06%
March	11		1	8	2	0.07%
April	14	2	2	10		0.08%
May	9	1		8		0.05%
June	0					
Total	23	2	8	5	8	

NCRTD Monthly Ridership Summary

May 1, 2013 through May 31, 2013



Calendar Operating Days

	This Year
Jul-12	21
Aug-12	23
Sep-12	19
Oct-12	22
Nov-12	19
Dec-12	20
Jan-13	22
Feb-13	19
Mar-13	21
Apr-13	22
May-13	22

Monthly System Totals					Year to Date Totals			
	This Year	Last Year	Difference	%Change	This Year	Last Year	Difference	%Change
NCRTD Operated	17,285	16,244	1,041	6%	177,374	171,254	6,120	**3%**
NCRTD Funded	25,775	23,783	1,992	8%	419,255	391,999	27,256	**7%**
All Systems Funded Total	43,060	40,027	3,033	8%	596,629	563,253	33,376	6%

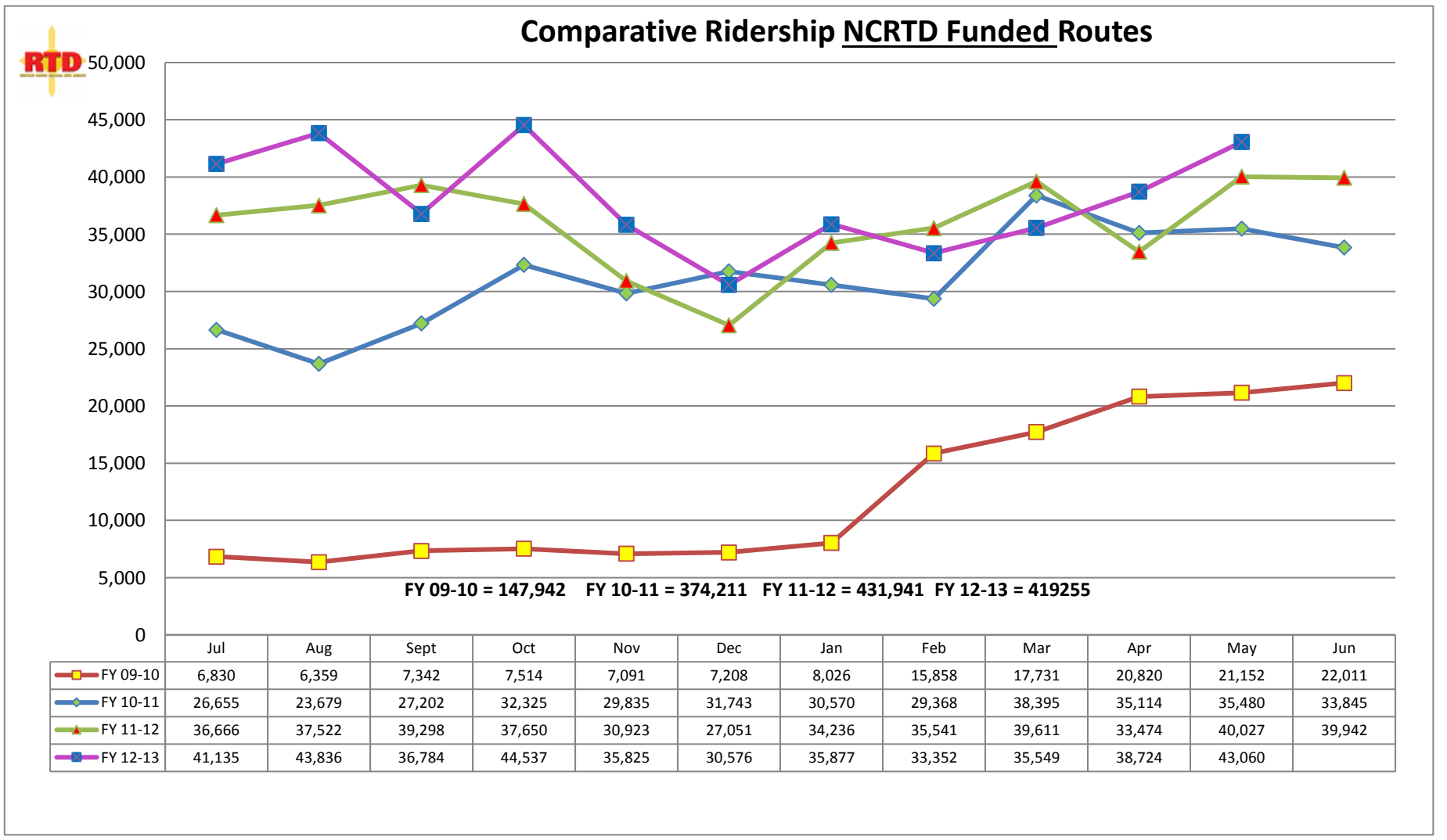
System Daily Averages

	This Year	Last Year	Difference	% Change
NCRTD Operated	786	738	48	6%
NCRTD Funded	1,172	1081	91	8%
Systems Total	1958	1819	139	7%

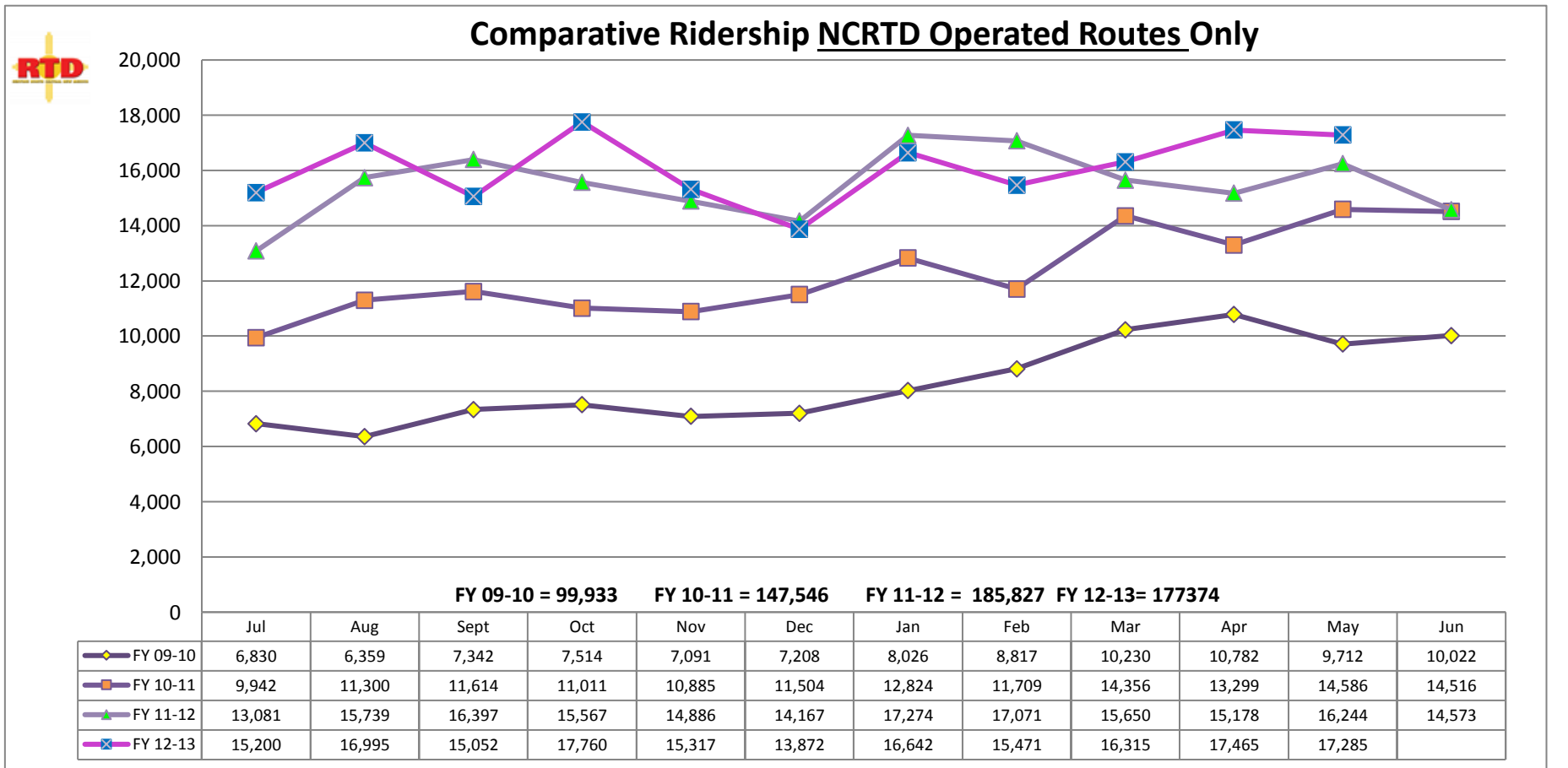
Total Ridership YTD % Change

July-12	12%
August-12	17%
September-12	-6%
October-12	18%
November-12	9%
December-12	9%
January-13	7%
February-13	6%
March-13	4%
April-13	5%
May-13	6%

May-2013
Ridership Report

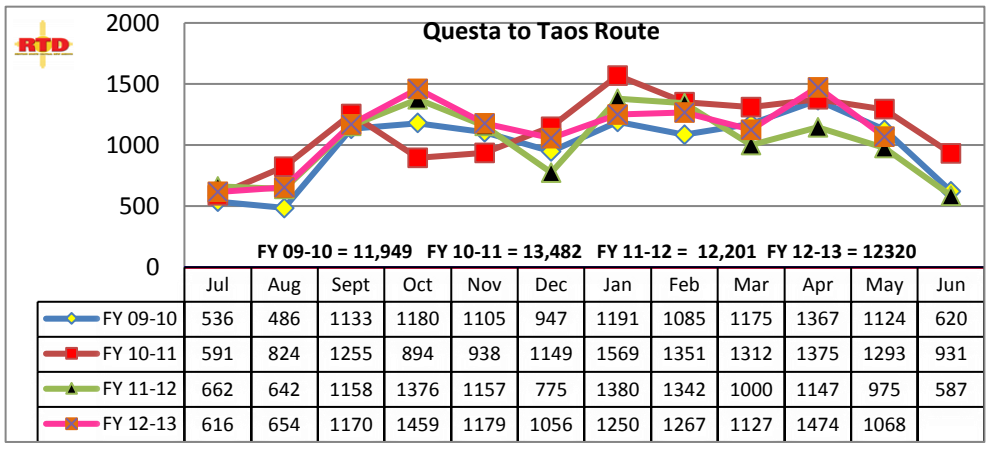


	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	6,830	6,359	7,342	7,514	7,091	7,208	8,026	15,858	17,731	20,820	21,152	22,011
FY 10-11	26,655	23,679	27,202	32,325	29,835	31,743	30,570	29,368	38,395	35,114	35,480	33,845
FY 11-12	36,666	37,522	39,298	37,650	30,923	27,051	34,236	35,541	39,611	33,474	40,027	39,942
FY 12-13	41,135	43,836	36,784	44,537	35,825	30,576	35,877	33,352	35,549	38,724	43,060	



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	6,830	6,359	7,342	7,514	7,091	7,208	8,026	8,817	10,230	10,782	9,712	10,022
FY 10-11	9,942	11,300	11,614	11,011	10,885	11,504	12,824	11,709	14,356	13,299	14,586	14,516
FY 11-12	13,081	15,739	16,397	15,567	14,886	14,167	17,274	17,071	15,650	15,178	16,244	14,573
FY 12-13	15,200	16,995	15,052	17,760	15,317	13,872	16,642	15,471	16,315	17,465	17,285	

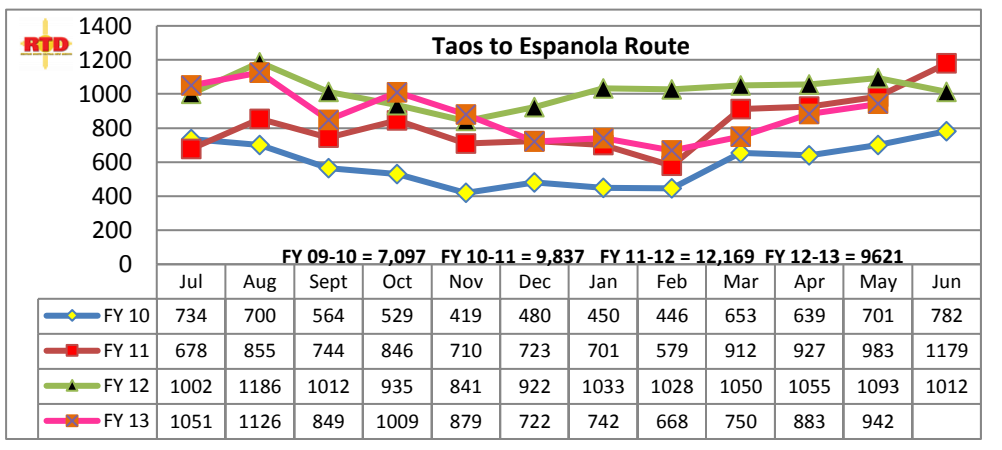
Questa to Taos Route



FY 09-10 = 11,949 FY 10-11 = 13,482 FY 11-12 = 12,201 FY 12-13 = 12320

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	536	486	1133	1180	1105	947	1191	1085	1175	1367	1124	620
FY 10-11	591	824	1255	894	938	1149	1569	1351	1312	1375	1293	931
FY 11-12	662	642	1158	1376	1157	775	1380	1342	1000	1147	975	587
FY 12-13	616	654	1170	1459	1179	1056	1250	1267	1127	1474	1068	

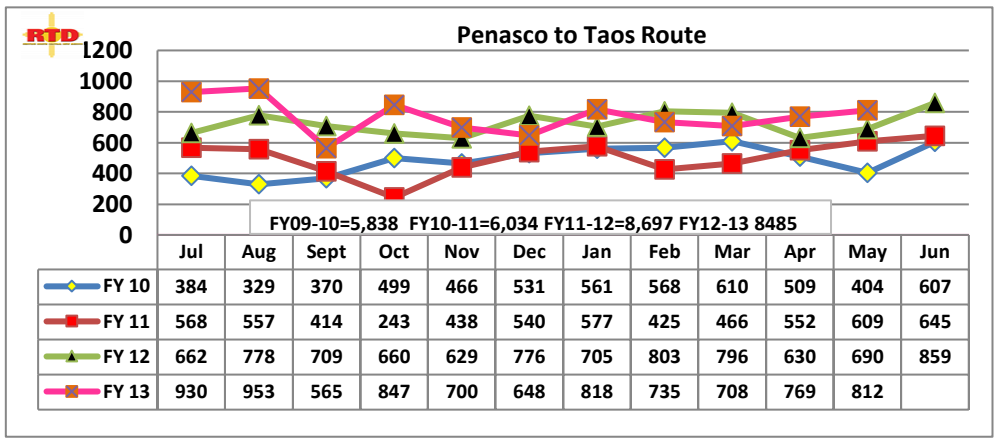
Taos to Espanola Route



FY 09-10 = 7,097 FY 10-11 = 9,837 FY 11-12 = 12,169 FY 12-13 = 9621

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	734	700	564	529	419	480	450	446	653	639	701	782
FY 11	678	855	744	846	710	723	701	579	912	927	983	1179
FY 12	1002	1186	1012	935	841	922	1033	1028	1050	1055	1093	1012
FY 13	1051	1126	849	1009	879	722	742	668	750	883	942	

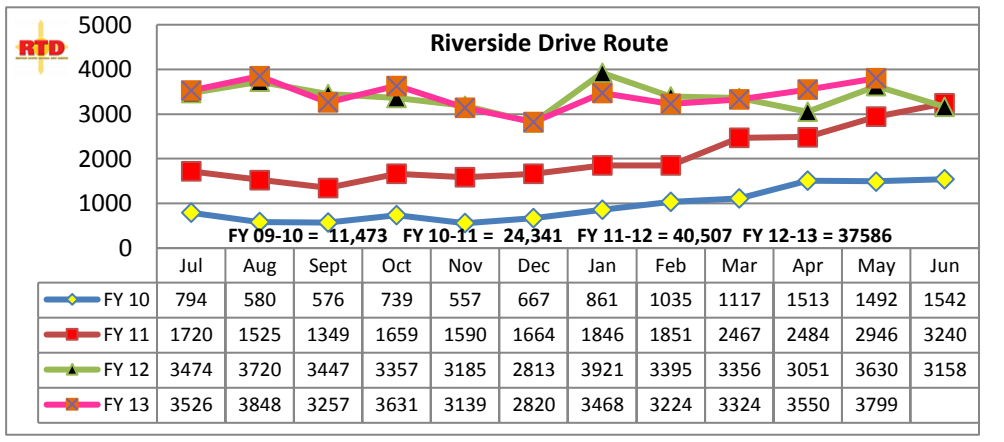
Penasco to Taos Route



FY09-10=5,838 FY10-11=6,034 FY11-12=8,697 FY12-13 8485

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	384	329	370	499	466	531	561	568	610	509	404	607
FY 11	568	557	414	243	438	540	577	425	466	552	609	645
FY 12	662	778	709	660	629	776	705	803	796	630	690	859
FY 13	930	953	565	847	700	648	818	735	708	769	812	

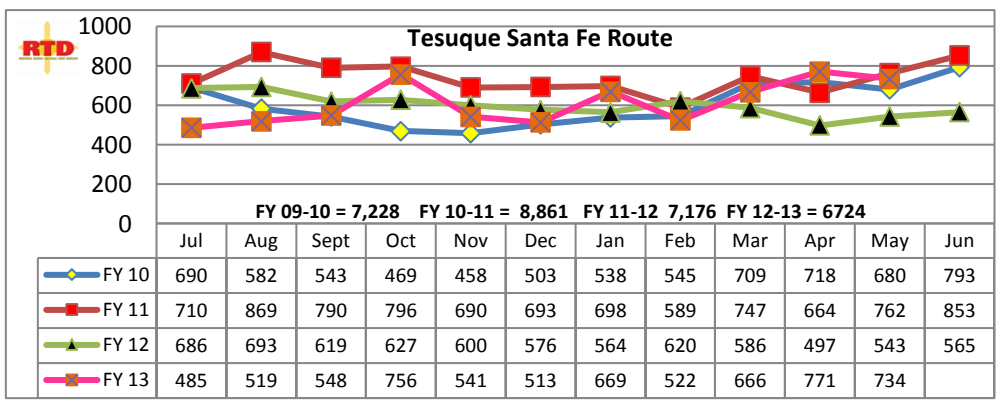
Riverside Drive Route



FY 09-10 = 11,473 FY 10-11 = 24,341 FY 11-12 = 40,507 FY 12-13 = 37586

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	794	580	576	739	557	667	861	1035	1117	1513	1492	1542
FY 11	1720	1525	1349	1659	1590	1664	1846	1851	2467	2484	2946	3240
FY 12	3474	3720	3447	3357	3185	2813	3921	3395	3356	3051	3630	3158
FY 13	3526	3848	3257	3631	3139	2820	3468	3224	3324	3550	3799	

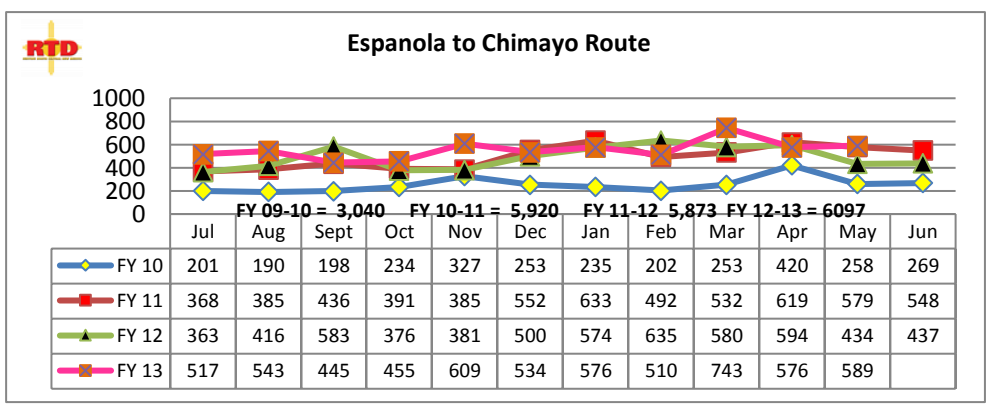
Tesuque Santa Fe Route



FY 09-10 = 7,228 FY 10-11 = 8,861 FY 11-12 7,176 FY 12-13 = 6724

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	690	582	543	469	458	503	538	545	709	718	680	793
FY 11	710	869	790	796	690	693	698	589	747	664	762	853
FY 12	686	693	619	627	600	576	564	620	586	497	543	565
FY 13	485	519	548	756	541	513	669	522	666	771	734	

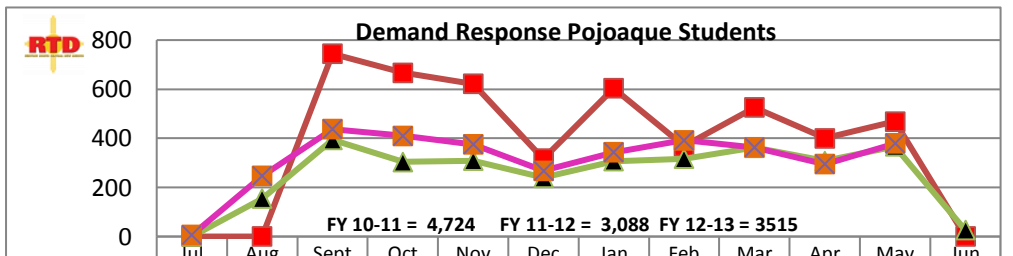
Espanola to Chimayo Route



FY 09-10 = 3,040 FY 10-11 = 5,920 FY 11-12 5,873 FY 12-13 = 6097

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	201	190	198	234	327	253	235	202	253	420	258	269
FY 11	368	385	436	391	385	552	633	492	532	619	579	548
FY 12	363	416	583	376	381	500	574	635	580	594	434	437
FY 13	517	543	445	455	609	534	576	510	743	576	589	

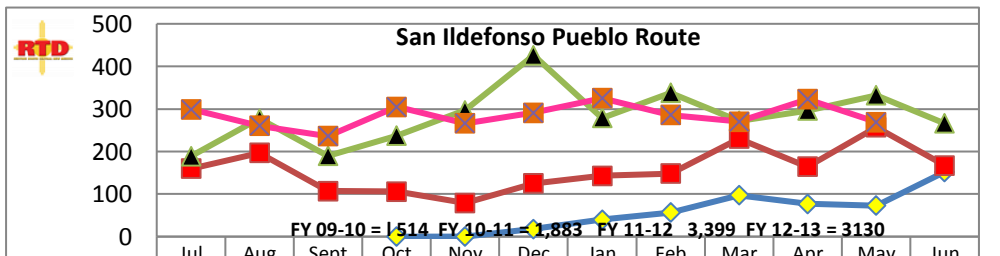
Demand Response Pojoaque Students



FY 10-11 = 4,724 FY 11-12 = 3,088 FY 12-13 = 3515

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10												
FY 11	0	0	744	667	622	317	604	368	525	400	468	0
FY 12	0	154	394	304	309	240	307	317	362	308	367	26
FY 13	6	247	437	410	375	268	343	392	363	295	379	

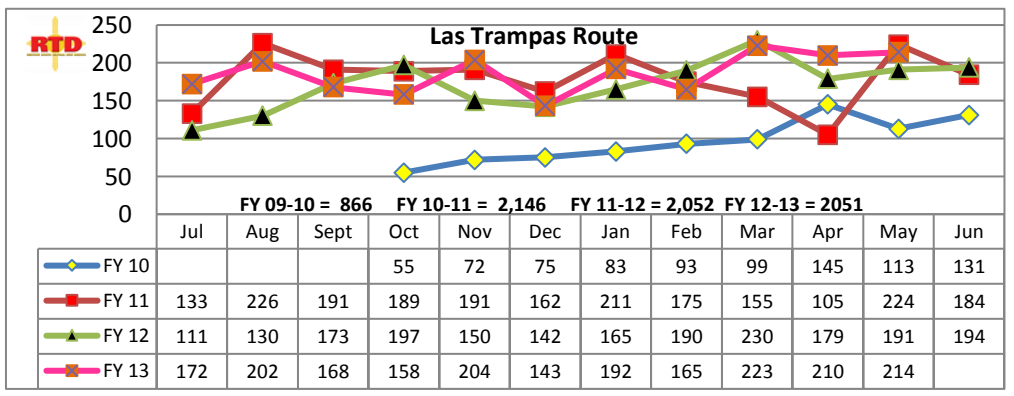
San Ildefonso Pueblo Route



FY 09-10 = I 514 FY 10-11 = 1,883 FY 11-12 3,399 FY 12-13 = 3130

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10				0	0	18	40	57	97	77	73	152
FY 11	160	197	107	106	79	125	143	148	230	164	257	167
FY 12	189	277	190	237	297	426	279	338	272	296	332	266
FY 13	299	260	236	305	266	291	325	286	270	323	269	

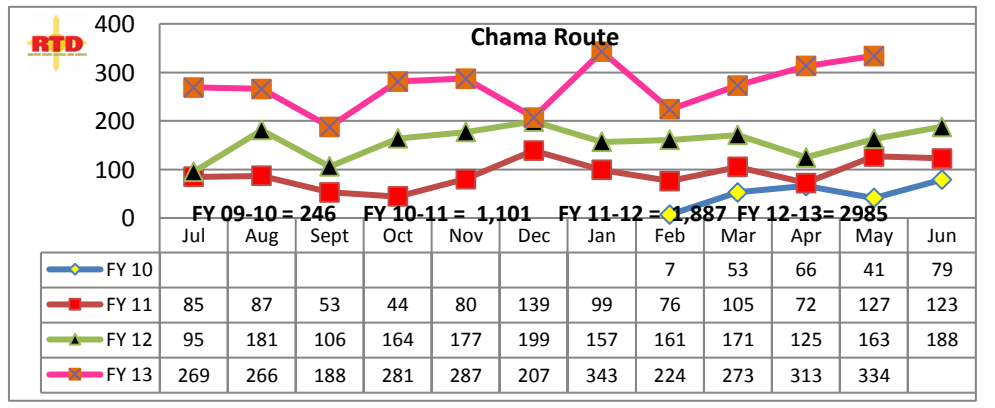
Las Trampas Route



FY 09-10 = 866 FY 10-11 = 2,146 FY 11-12 = 2,052 FY 12-13 = 2051

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10				55	72	75	83	93	99	145	113	131
FY 11	133	226	191	189	191	162	211	175	155	105	224	184
FY 12	111	130	173	197	150	142	165	190	230	179	191	194
FY 13	172	202	168	158	204	143	192	165	223	210	214	

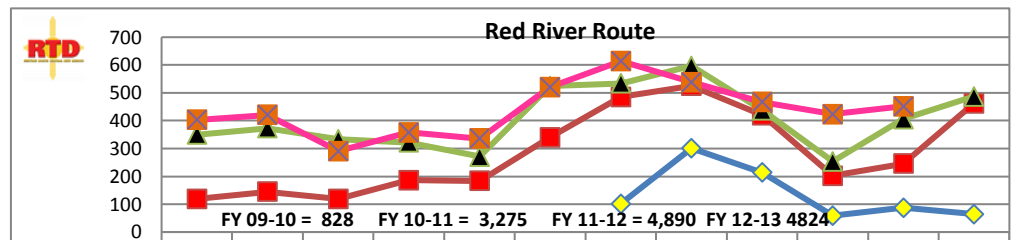
Chama Route



FY 09-10 = 246 FY 10-11 = 1,101 FY 11-12 = 1,887 FY 12-13= 2985

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10								7	53	66	41	79
FY 11	85	87	53	44	80	139	99	76	105	72	127	123
FY 12	95	181	106	164	177	199	157	161	171	125	163	188
FY 13	269	266	188	281	287	207	343	224	273	313	334	

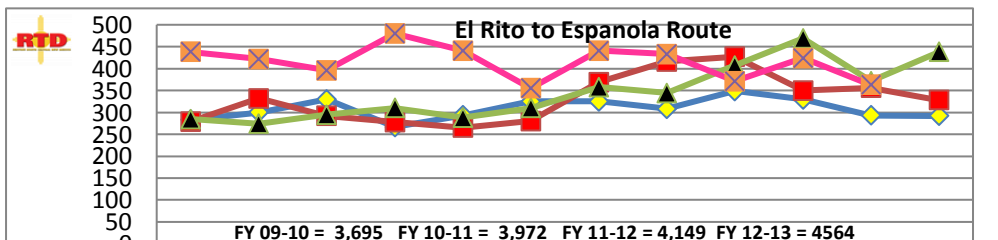
Red River Route



FY 09-10 = 828 FY 10-11 = 3,275 FY 11-12 = 4,890 FY 12-13 4824

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10							101	301	214	59	88	65
FY 11	119	145	119	186	184	340	485	525	420	202	246	462
FY 12	350	373	333	322	272	524	534	597	438	254	406	487
FY 13	403	421	291	358	336	521	614	538	467	423	452	

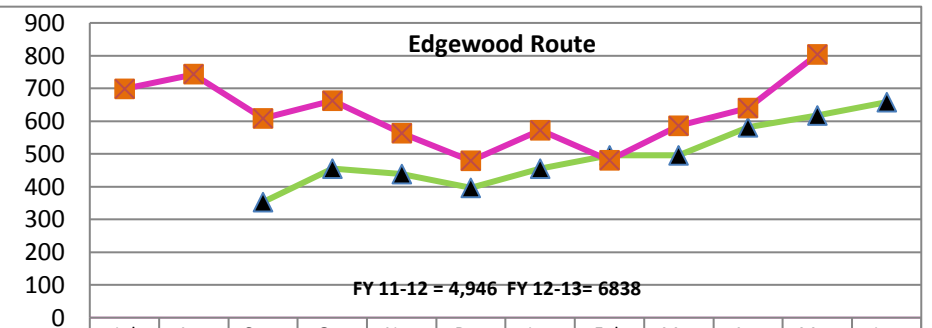
El Rito to Espanola Route



FY 09-10 = 3,695 FY 10-11 = 3,972 FY 11-12 = 4,149 FY 12-13 = 4564

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10	283	300	330	267	293	325	325	308	349	330	293	292
FY 11	279	332	292	278	265	280	369	416	427	350	356	328
FY 12	285	274	295	310	288	310	358	344	407	469	371	438
FY 13	438	422	396	480	441	355	441	433	371	424	363	

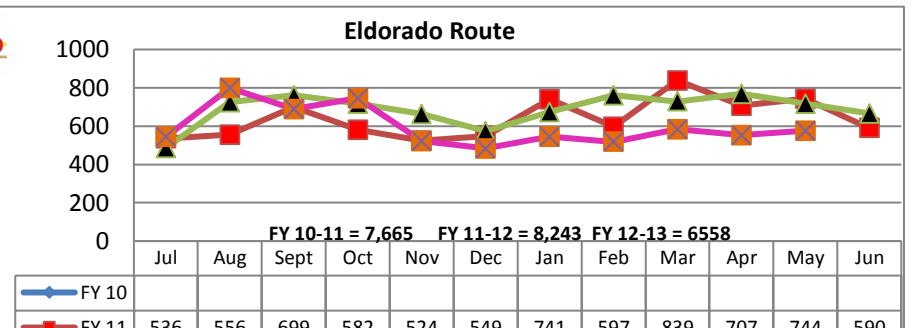
Edgewood Route



FY 11-12 = 4,946 FY 12-13= 6838

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 11-12			353	455	438	396	455	496	496	581	618	658
FY 12-13	699	743	608	663	563	479	572	481	586	640	804	

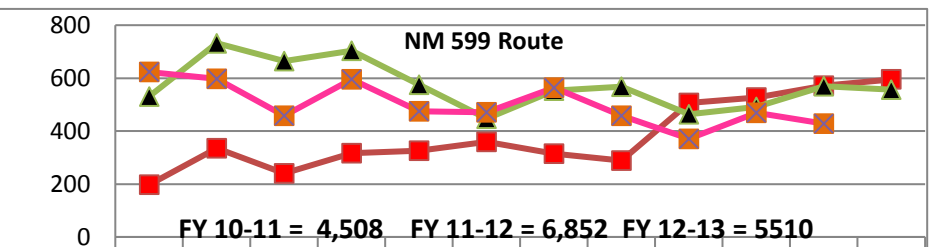
Eldorado Route



FY 10-11 = 7,665 FY 11-12 = 8,243 FY 12-13 = 6558

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10												
FY 11	536	556	699	582	524	549	741	597	839	707	744	590
FY 12	486	726	761	718	663	574	673	761	729	769	718	665
FY 13	544	799	689	745	521	484	546	518	584	552	576	

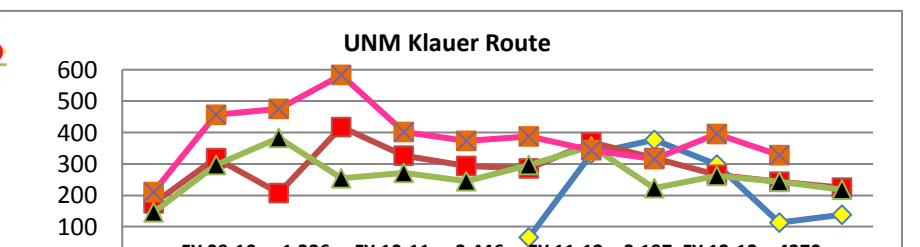
NM 599 Route



FY 10-11 = 4,508 FY 11-12 = 6,852 FY 12-13 = 5510

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09 10												
FY 10-11	197	336	241	317	325	360	315	288	507	527	572	595
FY 11-12	530	732	664	703	575	447	553	567	464	491	569	557
FY 12-13	623	598	458	596	475	470	563	458	371	469	429	

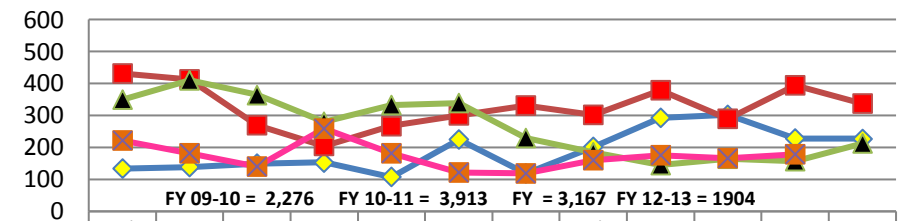
UNM Klauer Route



FY 09-10 = 1,326 FY 10-11 = 3,446 FY 11-12 = 3,197 FY 12-13 = 4270

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10							66	332	377	299	113	139
FY 10-11	174	319	207	418	327	293	286	369	319	266	243	225
FY 11-12	146	297	383	254	271	245	297	356	223	263	244	218
FY 12-13	211	457	475	583	401	373	388	343	316	395	328	

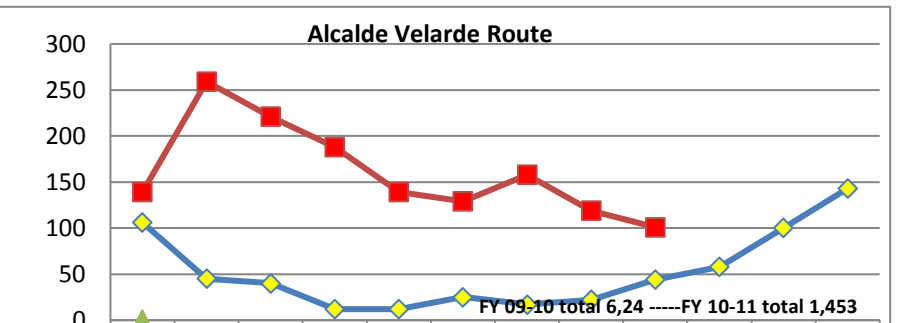
Pojoaque/Nambe Route



FY 09-10 = 2,276 FY 10-11 = 3,913 FY = 3,167 FY 12-13 = 1904

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	134	139	149	153	107	225	118	201	293	302	228	227
FY 10-11	431	412	269	204	267	300	331	301	378	289	394	337
FY 11-12	350	410	364	280	333	338	229	184	145	165	157	212
FY 12-13	221	181	140	259	182	121	119	160	176	166	179	

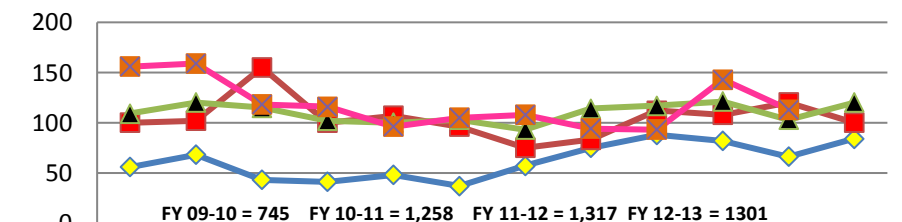
Alcalde Velarde Route



FY 09-10 total 6,24 -----FY 10-11 total 1,453

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	106	45	40	12	12	25	17	22	44	58	100	143
FY 10-11	139	259	221	188	139	129	158	119	101			
FY 11-12	1											

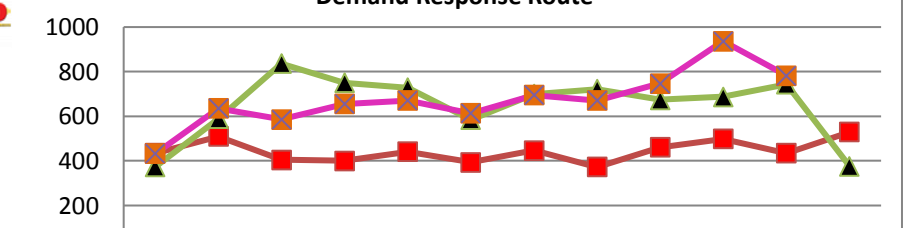
Espanola to Los Alamos Route



FY 09-10 = 745 FY 10-11 = 1,258 FY 11-12 = 1,317 FY 12-13 = 1301

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	56	68	43	41	48	37	57	75	88	82	66	84
FY 10-11	100	102	155	100	107	96	75	83	112	108	120	100
FY 11-12	109	120	115	102	100	103	93	114	117	121	103	120
FY 12-13	156	159	118	116	96	105	108	94	93	143	113	

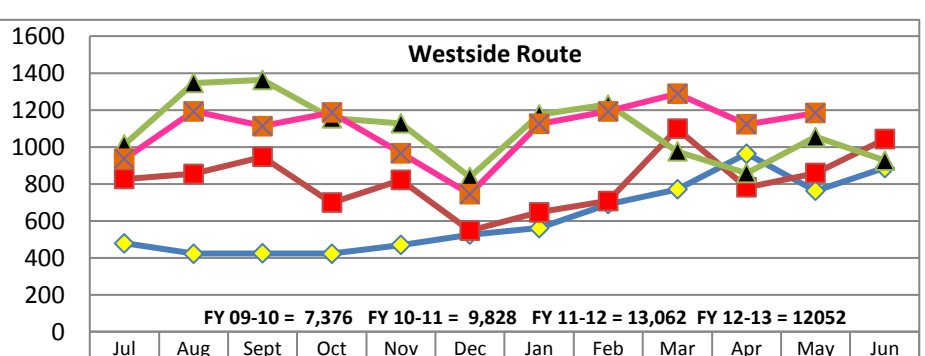
Demand Response Route



FY 10-11 = 6,070 FY 11-12 = 7,762 FY 12-13 = 7425

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10												
FY 11	435	509	405	400	441	394	447	372	461	499	434	529
FY 12	373	589	836	750	728	584	699	722	674	687	744	376
FY 12-13	432	636	586	656	670	613	695	671	747	937	782	

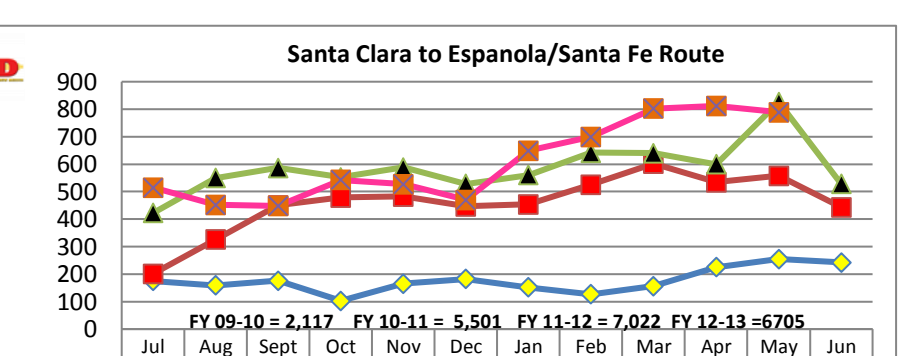
Westside Route



FY 09-10 = 7,376 FY 10-11 = 9,828 FY 11-12 = 13,062 FY 12-13 = 12052

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	479	423	424	423	469	525	561	690	770	964	762	886
FY 10-11	826	854	947	698	821	547	647	708	1098	781	859	1042
FY 11-12	1013	1346	1363	1156	1128	837	1175	1230	975	859	1054	926
FY 12-13	936	1193	1113	1186	966	745	1125	1193	1288	1123	1184	

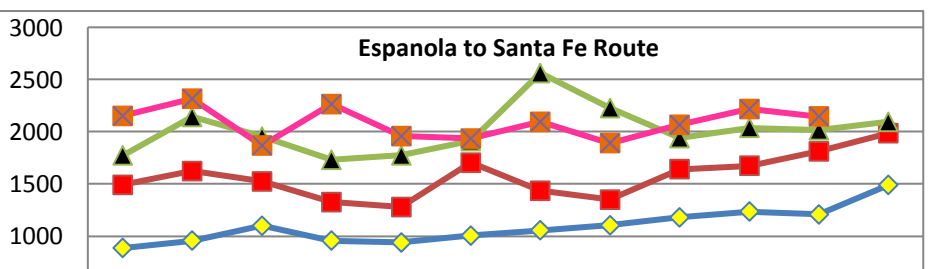
Santa Clara to Espanola/Santa Fe Route



FY 09-10 = 2,117 FY 10-11 = 5,501 FY 11-12 = 7,022 FY 12-13 =6705

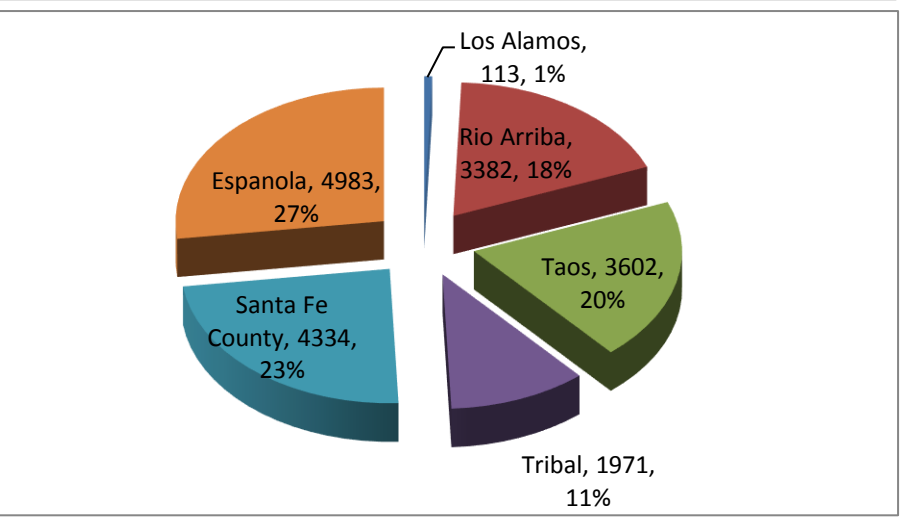
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	175	159	176	103	165	182	152	127	156	225	255	242
FY 10-11	201	326	450	479	482	447	454	525	602	534	558	443
FT 11-12	422	550	586	552	588	528	560	642	640	600	826	528
FY 12-13	515	452	448	542	527	470	649	699	802	812	789	

Espanola to Santa Fe Route



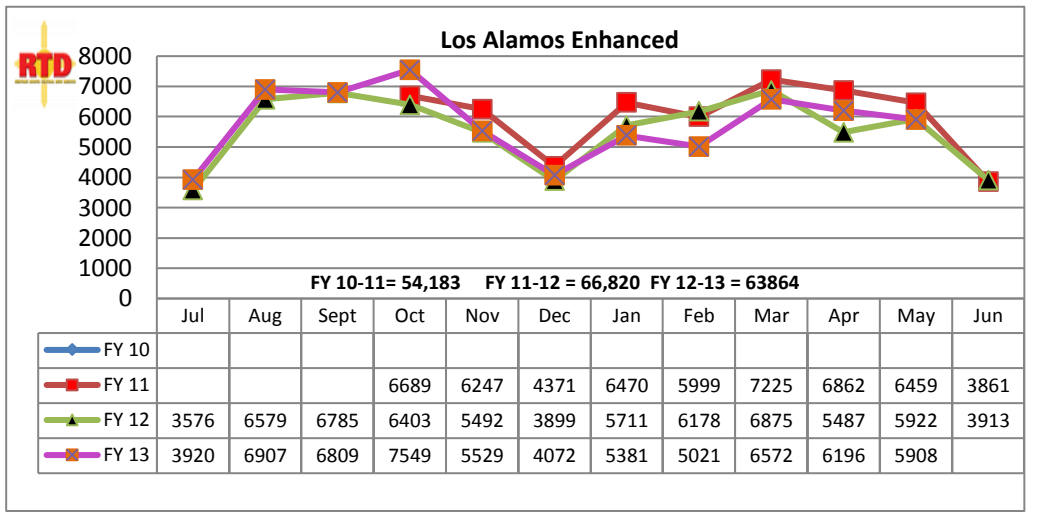
FY 09-10 = 13,121 FY 10-11 = 18,853 FY 11-12 = 24,170 FY 12-13 22909

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10	886	956	1102	957	939	1005	1056	1106	1182	1235	1208	1489
FY 10-11	1492	1625	1526	1326	1280	1705	1435	1352	1641	1674	1812	1986
FY 11-12	1773	2144	1953	1732	1776	1912	2563	2229	1939	2037	2016	2096
FY 12-13	2151	2316	1867	2265	1960	1934	2096	1890	2067	2217	2146	



NCRTD Funded Routes - Member Operated

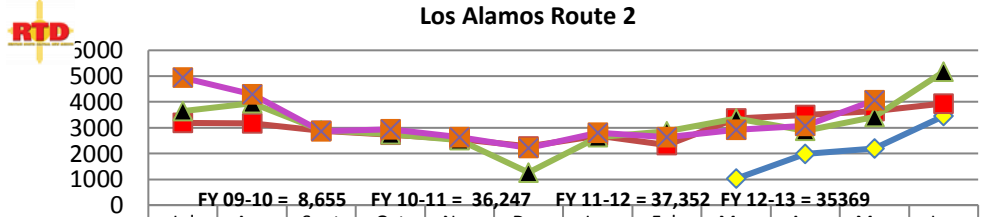
Los Alamos Enhanced



FY 10-11= 54,183 FY 11-12 = 66,820 FY 12-13 = 63864

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10												
FY 11				6689	6247	4371	6470	5999	7225	6862	6459	3861
FY 12	3576	6579	6785	6403	5492	3899	5711	6178	6875	5487	5922	3913
FY 13	3920	6907	6809	7549	5529	4072	5381	5021	6572	6196	5908	

Los Alamos Route 2

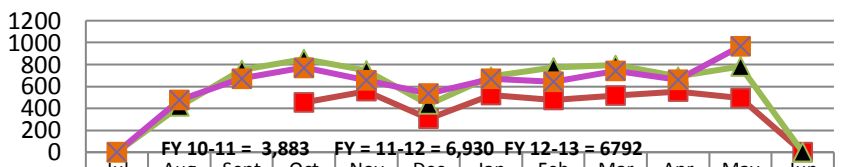


FY 09-10 = 8,655 FY 10-11 = 36,247 FY 11-12 = 37,352 FY 12-13 = 35369

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10									1023	1992	2191	3449
FY 11	3185	3172	2877	2732	2561	2278	2684	2323	3357	3487	3652	3939
FY 12	3640	3946	2903	2755	2523	1264	2641	2856	3356	2884	3413	5171
FY 13	4936	4294	2859	2937	2628	2217	2808	2630	2924	3068	4068	

Los Alamos Route 11 formerly route 10

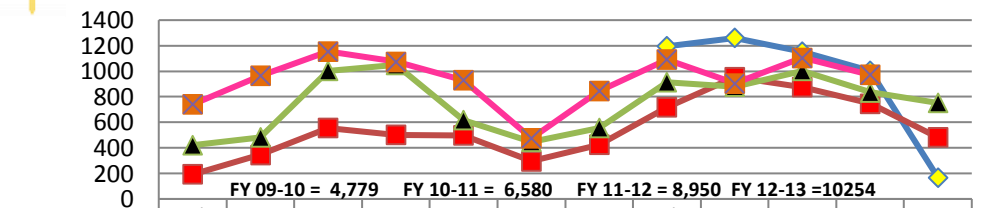
June-Route 10 didn't run due to fire



FY 10-11 = 3,883 FY = 11-12 = 6,930 FY 12-13 = 6792

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10												
FY 11				456	556	307	523	476	517	552	496	0
FY 12	0	417	750	850	745	436	690	774	796	690	782	0
FY 13	0	477	672	771	655	536	669	642	742	662	966	

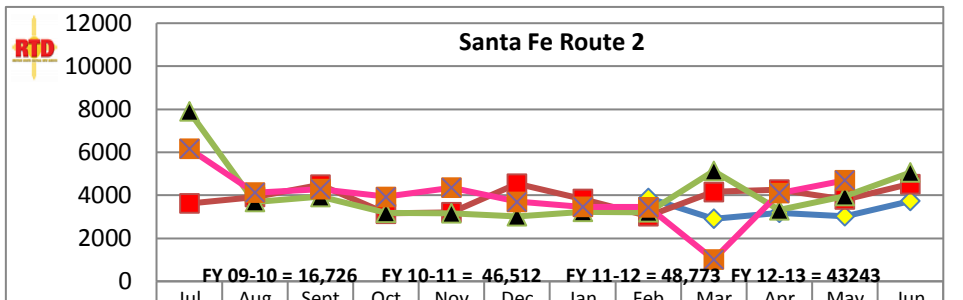
Santa Fe Route 22



FY 09-10 = 4,779 FY 10-11 = 6,580 FY 11-12 = 8,950 FY 12-13 =10254

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10								1194	1260	1154	1003	168
FY 11	192	345	554	501	497	295	424	717	954	874	746	481
FY 12	421	481	1001	1050	616	446	554	913	879	1002	835	752
FY 13	739	965	1155	1074	928	475	844	1092	904	1105	973	

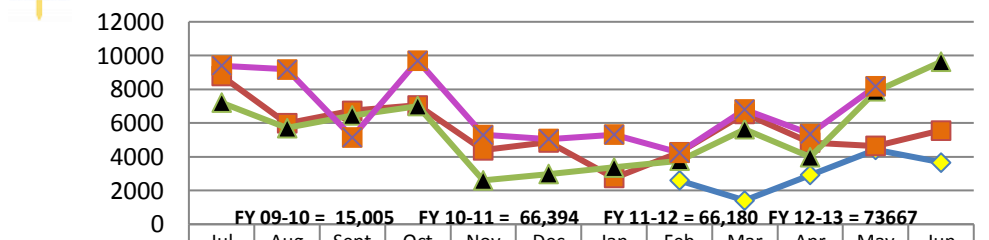
Santa Fe Route 2



FY 09-10 = 16,726 FY 10-11 = 46,512 FY 11-12 = 48,773 FY 12-13 = 43243

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10								3874	2906	3180	3032	3734
FY 11	3618	3920	4482	3151	3200	4538	3827	3032	4160	4260	3799	4525
FY 12	7894	3691	3927	3188	3169	3016	3229	3200	5137	3309	3956	5057
FY 13	6160	4116	4276	3929	4348	3700	3457	3447	1016	4094	4700	

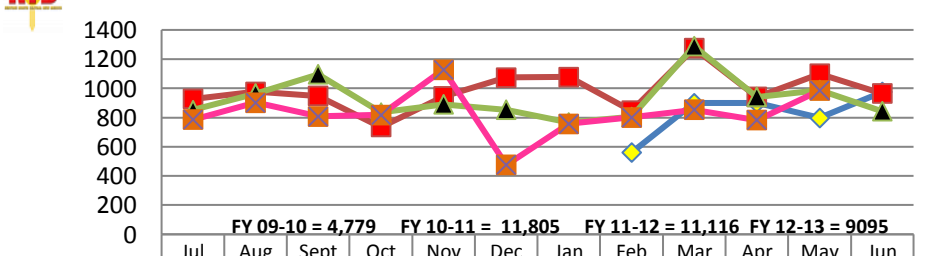
Santa Fe Pick Up



FY 09-10 = 15,005 FY 10-11 = 66,394 FY 11-12 = 66,180 FY 12-13 = 73667

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 09-10								2600	1413	2912	4416	3664
FY 10-11	8791	5981	6728	7050	4388	4857	2741	4266	6552	4839	4642	5559
FY 11-12	7203	5705	6440	7002	2602	2967	3371	3755	5630	3984	7887	9634
FY 12-13	9395	9180	5153	9699	5292	5046	5319	4248	6808	5352	8175	

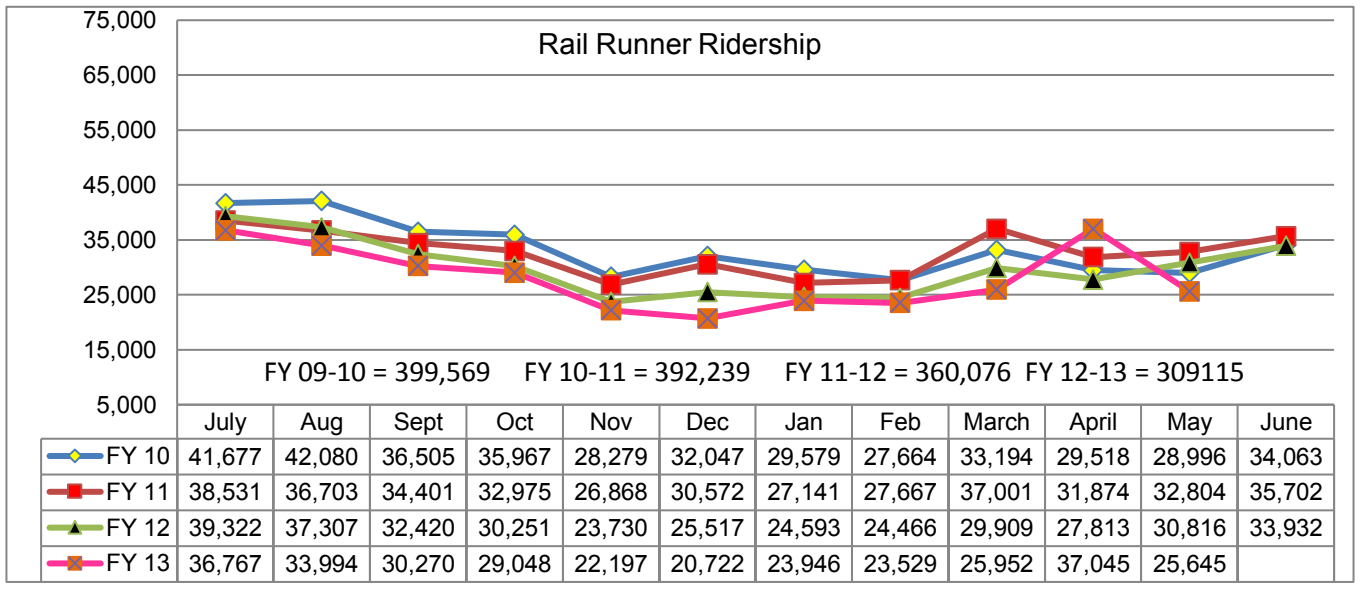
Santa Fe Route 4



FY 09-10 = 4,779 FY 10-11 = 11,805 FY 11-12 = 11,116 FY 12-13 = 9095

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 10								560	899	900	798	974
FY 11	927	976	947	734	945	1074	1077	846	1274	941	1100	964
FY 12	851	964	1095	835	890	853	766	804	1288	940	988	842
FY 13	785	902	808	818	1128	475	757	801	854	782	985	

Rail Runner Ridership



FY 09-10 = 399,569 FY 10-11 = 392,239 FY 11-12 = 360,076 FY 12-13 = 309115

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY 10	41,677	42,080	36,505	35,967	28,279	32,047	29,579	27,664	33,194	29,518	28,996	34,063
FY 11	38,531	36,703	34,401	32,975	26,868	30,572	27,141	27,667	37,001	31,874	32,804	35,702
FY 12	39,322	37,307	32,420	30,251	23,730	25,517	24,593	24,466	29,909	27,813	30,816	33,932
FY 13	36,767	33,994	30,270	29,048	22,197	20,722	23,946	23,529	25,952	37,045	25,645	